



SOUTH EASTERN KENYA UNIVERSITY

Tender Document

For

**SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND
TRAINING OF VARIOUS COMPUTER SOFTWARES AT THE MAIN
CAMPUS**

FOR THE YEAR 2021 - 2022

TENDER NO: SEKU/PROC/ONT/012/2020 - 2021

CLOSING ON 10TH MARCH 2021 AT 10.00AM

FEBRUARY 2021

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SECTION I. INVITATION FOR TENDERS

The South Eastern Kenya University invites sealed tenders from eligible candidates for the supply, installation and training of Various Computer Software

Tender documents containing detailed specifications can be obtained from the procurement office at SEKU Main campus Kitui between 9.00am to 5.00pm upon payment of a non -refundable fee of **Kshs 1,000.00 (One thousand shillings only)** payable in cash or bankers cheque to the SEKU at the cash office situated at the main campus, Kitui

OR

Downloaded free from the university website www.seku.ac.ke or www.tenders.go.ke. Interested bidders who download the documents should immediately send their particulars through email procurement@seku.ac.ke for registration and communication purposes. Further, all prospective bidders are advised to visit the website regularly to check any updates or addenda that may be issued.

Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for **(120) days** from the closing date of the tender.

No tender securities shall be required by disadvantaged groups participating in this tender but they MUST fill a Tender Security Declaration form as per the provided format.

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at **SEKU main campus at Procurement yard** or be addressed to:-

**The Vice Chancellor,
SOUTH EASTERN KENYA UNIVERSITY
P. O. Box 170-90200
Kitui**

So as to be received on or before **10th March, 2021 at 10:00am**

Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at **South Eastern Kenya University at the Procurement Parking Yard.**

**VICE CHANCELLOR
SOUTH EASTERN KENYA UNIVERSITY**

SECTION II INSTRUCTIONS TO TENDERERS

1. Eligible Tenderers

1.1 This Invitation for Tenders is open to pre-qualified tenderers as described in the tender documents. Successful tenderers shall complete the supply of materials and goods by the intended completion date specified in the tender documents.

1.2 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by SEKU to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2. Cost of Tendering

2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and SEKU, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

The Tender Document

3. Contents

3.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders.

- (i) Invitation for Tenders
- (ii) Instructions to tenders
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of Requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form

3.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

4. Clarification of Documents

4.1 A prospective tenderer requiring any clarification of the tender document may notify SEKU in writing or by cable (hereinafter, the term cable is deemed to include telex and facsimile) at the address indicated in the Invitation for tenders. SEKU will respond in writing to any request for clarification of the tender documents, which it receives no later than ten (10) days prior to the deadline for the submission of tenders, prescribed by SEKU. Written copies of SEKU response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have purchased the tender document.

5. Amendment of Documents

5.1 At any time prior to the deadline for submission of tenders, SEKU, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment / addendum.

5.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by cable, and will be binding on them.

5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, SEKU, at its discretion, may extend the deadline for the submission of tenders.

Preparation of Tenders

6. Language of Tender

6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and SEKU, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

7. Documents Comprising the Tender

7.1 The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with paragraph 12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Documentary evidence established in accordance with paragraph 13 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) Tender security furnished in accordance with paragraph 14

8. Tender Form

8.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

9. Tender Prices

9.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract.

9.2 Prices indicated on the Price Schedule shall include all duties and taxes payable in the country and charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination; and

9.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 22.

10. Tender Currency

10.1 Prices shall be quoted in Kenya shilling unless otherwise specified in the appendix to instruction to tenderers.

11. Tenderer's Eligibility and Qualifications.

11.1 Pursuant to paragraph 1 of section III, the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

11.2 The documentary evidence of the tenderers eligibility to tender shall establish to SEKU's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as

defined under paragraph I of section III.

11.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to SEKU's satisfaction.

a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods-

(b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;

(c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderers' maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications and any other dispute that may arise.

12. Goods' Eligibility and Conformity to Tender Document.

13.1 Pursuant paragraph 2 of this section, the tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all goods, which the tenderer proposes to supply under the contract.

13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods offered which shall be confirmed by a certificate of origin issued at the time of shipment.

13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

(a) a detailed description of the essential technical and performance characteristics of the goods;

(b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by SEKU; and

(c) a clause-by-clause commentary on SEKU's Technical Specifications demonstrating substantial responsiveness of the goods to those specifications, or a

statement of deviations and exceptions to the provisions of the Technical Specifications.

13.4 For purposes of the commentary to be furnished pursuant to paragraph 13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by SEKU in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to SEKU's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

14. Tender Security

14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Invitation to tender.

14.2 The tender security is required to protect SEKU against the risk of Tenderer's conduct, which would warrant the security's forfeiture, pursuant to paragraph 14/7

14.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee, a bank draft issued by a reputable bank located in Kenya or abroad, or an insurance company guarantee from any of the IRA approved companies, in the form provided in the tender documents and valid for thirty (30) days beyond the validity of the tender.

14.4 Any tender not secured in accordance with paragraph 14.1 and 14.3 will be rejected by SEKU as non-responsive, pursuant to paragraph 22.

14.5 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by SEKU.

14.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 30, and furnishing the performance security, pursuant to paragraph 31.

14.7 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity specified by SEKU on the Tender Form; or
- (b) In the case of a successful tenderer, if the tenderer fails:

(i) To sign the contract in accordance with paragraph 30

Or

(ii) To furnish performance security in accordance with paragraph 31.

15. Validity of Tenders

15.1 Tenders shall remain valid for 120 days after date of tender opening prescribed by

SEKU, pursuant to paragraph 18. A tender valid for a shorter period shall be rejected by SEKU as non-responsive.

15.2 In exceptional circumstances, SEKU may solicit the Tenderer's consent to an

extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

16. Format and Signing of Tender

16.1 The tenderer shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate/ In the event of any discrepancy between them, the original shall govern.

16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

16.3 The tender shall have no interlineation, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

Submission of Tenders

17. Sealing and Marking of Tenders

17.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking on the envelopes as "ORIGINAL" and "COPY/" The envelopes shall then be sealed in an outer envelope.

17.2 The inner and outer envelopes shall be deposited by hand at the tender box situated at the procurement yard
or

(a) Be addressed to the following address:

Vice Chancellor,
SOUTH EASTERN KENYA UNIVERSITY,
P.O BOX 170-90200,
Nairobi.

(b) The envelopes shall Bear tender number, SEKU/PROC/012/2020/2021, and the words “DO NOT OPEN BEFORE,” 10th March, 2021 at 10.00 AM

17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”

17.4 If the outer envelope is not sealed and marked as required by paragraph 17.2, SEKU will assume no responsibility for the tender’s misplacement or premature opening

18. Deadline for Submission of Tenders

18.1 Tenders must be received by SEKU at the address specified under paragraph 17.2 not later than 10.00 am on 10th March, 2021

18.2 SEKU may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of SEKU and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

19. Modification and Withdrawal of Tenders

19.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by SEKU prior to the deadline prescribed for submission of tenders.

19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 17. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

19.3 No tender may be modified after the deadline for submission of tenders.

19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 14/7/

Opening and Evaluation of Tenders

20. Opening of Tenders

20.1 SEKU will open all tenders in the presence of tenderers' representatives who choose to attend, at SOUTH EASTERN KENYA UNIVERSITY Main campus, Kitui, in the University Main Boardroom.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as SEKU, at its discretion, may consider appropriate, will be announced at the opening.

20.2 SEKU will prepare minutes of the tender opening.

21. Clarification of Tenders

21.1 To assist in the examination, evaluation and comparison of tenders SEKU may, at its discretion, ask the tenderer for a clarification of its tender. The request for

clarification and the response shall be in writing and no change in the prices or substance of the tender shall be sought, offered, or permitted.

21.2 Any effort by the tenderer to influence SEKU in its tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

22. Preliminary Examination

22.1 Prior to the detailed Technical and Financial evaluation, SEKU will determine the substantial responsiveness of each Tender. For purposes of this tender, a substantially responsive Tender is one that conforms to the requirements of

Preliminary Evaluation/ SEKU's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.

22.2. SEKU will examine the Tenders to determine whether they conform to the Preliminary Evaluation Criteria set out in the Summary of Evaluation Process.

22.3 Notwithstanding the contents of the foregoing sub-paragraphs, if a Tender is not substantially responsive, it will be rejected at the earliest stage of evaluation by SEKU and cannot subsequently be made responsive by the Tenderer by correction of any non-conformity.

22.4 SEKU may waive any minor deviation in a Tender that does not materially depart from the requirements of the goods and or services set out in the Tender Document.

22.5 Such minor deviation -shall be quantified to the extent possible, shall be taken into account in the

evaluation process, and, shall be applied uniformly and consistently to all qualified Tenders duly received by SEKU.

23 Technical and Financial Evaluations of Tenders

23.1 Technical evaluation of tenders

23.1.1 SEKU will evaluate and compare the Tenders that have been determined to be substantially responsive in compliance to the Technical requirements set out in the Tender Document as set out in the Summary of Evaluation Process.

23.2 Financial Evaluation of Tenders

23.2.1 Upon completion of the preliminary and technical evaluation, SEKU shall conduct a Financial Evaluation and comparison as set out in the Summary of Evaluation Process.

23.2.2 Where other currencies are used, SEKU will convert those currencies to the same currency using the selling exchange rate ruling on the date of tender closing provided by the Central Bank of Kenya.

23.2.3 Arithmetical errors will be rectified on the following basis - if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

3.2. Application

3.2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other part of the contract

3.3. Standards

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of requirements.

3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

3.5. Patent Rights

3.5.1 The Contractor shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.6 Performance Security

3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC

3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's

performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract

3.8. Payment

3.8.1. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC

3.8.2. Payment shall be made promptly by the Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

3.9. Prices

3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price

3.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

3.10. Assignment

3.10.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent.

3.11. Termination for Default

3.11.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:

- (a) if the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event the Procuring entity terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-

delivered, and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

3.12.1 The Procuring entity may at any time terminate the contract by giving written notice to the Contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.13. Termination for Convenience

3.13.1 The Procuring entity by written notice sent to the contractor, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.14 Resolution of Disputes

3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15. Governing Language

3.15.1. The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties shall be written in the same language.

3.16. Applicable Law

3.16.1 The contract shall be interpreted in accordance with the laws of Kenya unless otherwise expressly specified in the SCC.

3.17 Force Majeure

3.17.1 The Contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.18 Notices

3.1.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.

3.1.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV: - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

1. *The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract*
2. The Provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the insurance cover required. In preparing Section IV, the following aspects should be taken into consideration.
 - (a) Information that complement provisions of Section III must be incorporated; and
 - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the specific insurance cover required must also be incorporated.
3. Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract, the provisions of the special conditions of contract shall prevail over the provisions of the general conditions of contract.
4. Any clause to be included in this section must be consistent with the applicable public procurement law and regulations.

SECTION V: SCOPE OF WORKS

A.PLAGIARISM CHECKER

| Technical Specification for Plagiarism Checker | Supplier to Indicate if the software meets the |
|---|---|
| No of Licenses: 500 | Specifications provided on this column |
| Key Features | (attach Brochure) |
| <ol style="list-style-type: none">1. Online Plagiarism Detection – Software with capabilities to detect plagiarized content through various search engines having comprehensive database of all major publishers such as Cross Ref, Elsevier, Springer, IEEE etc.2. Comprehensive Plagiarism Printable Reports Provides plagiarism/similarity reports in printable formats which could be saved by the users.3. Side-by-side comparison- Plagiarism check software that locates copied content easily and provides options to swap content between two windows4. Enhanced capability5. Bulk cross comparison and search software should have facility to compare and analyze multiple documents in one go.6. Keyword analyzer.7. Comprehensive reports.8. Plagiarism check should support and search contents in common world language besides English such as Dutch, French, German, Italian, Portuguese, Russian, Spanish etc.9. Should accept commonly used file formats such as word, open office, rich text format | |

| | |
|---|--|
| <p>(RTF), HTML, TEXT, Postscript, PPT, PDF, Excel, and Google Docs prepared.</p> <p>10. Data Security - The software should offer complete data protection.</p> <p>11. Software should have provision to determine level of access and types of users such as administrator, submitter, receiver etc.</p> <p>12. Regular updates to be provided</p> | |
| <p>Total cost (VAT and all other costs inclusive) :</p> | |

B. ANTI-VIRUS SOFTWARE LICENSE

KASPERSKY ANTI-VIRUS SOFTWARE LICENSE SPECIFICATIONS & REQUIREMENTS

| | FEATURES | REQUIREMENT | Indicate if the Software meets the specifications (attach brochure) |
|---|--|---|---|
| 1. | Version of the Kaspersky Software | Latest Kaspersky software will be installed with Licenses valid for 1 years for 400 nodes | |
| 2. | No. of licenses | 400 | |
| 3. | Blocks viruses, crypto lockers & other threats | Yes | |
| 4. | Protects payments, with bank-grade encryption* | Yes | |
| 5. | Secures passwords & images of personal documents | Yes | |
| 6. | Encrypts data you send & receive online – VPN** | Yes | |
| 7. | Stops webcam spies watching you in your home* | Yes | |
| 8. | Helps guard kids – advanced parental controls | Yes | |
| 9. | PC Operating System support | * PC and Mac | |
| 10. | Ongoing technical support | Yes | |
| Total cost (VAT and all other costs inclusive) : | | | |

C. MICROSOFT OFFICE SUITE 2019

| | FEATURES | REQUIREMENT | Indicate if the Software meets the specifications (attach brochure) |
|---|---------------------------|--|---|
| 1. | Version | Academic version (Office Home & Student 2019) | |
| 2. | OS Support | Compatible with Windows 10 or macOS* | |
| 3. | No. of Licenses | One-time license purchase for 100 PCs or Mac | |
| 4. | Office Suite | Classic 2019 versions of Word, Excel, and PowerPoint | |
| 5. | Language support | Licensed for home use All languages included | |
| 6. | Ongoing technical support | Yes | |
| Total cost (VAT and all other costs inclusive) : | | | |

SECTION VI: EVALUATION CRITERIA

I. Mandatory Evaluation Criteria

- a) Certificate of incorporation or registration.
- b) Tender document **MUST** be fully serialized from first page to the last page (including attachments).
- c) Dully filled Business questionnaire.
- d) Dully filled and signed self-declaration that the bidder will not engage in corrupt practices.
- e) Dully filled form of tender.
- f) Valid business license.
- g) Valid business Tax compliance certificate.
- h) Bid security 2% of tender sum.
- i) Provide brochures for the softwares.

ONLY firms that meet all the mandatory requirements shall proceed for the technical evaluation.

II. Technical Criteria

- a) Provide a company profile clearly indicating the organizational chart. **(10mks)**
- b) Provide two CVs and attach certificates of Technical staff **(20mks)**
- c) Implementation schedule clearly defining activities and duration of the project. **(10mks)**

- d) Proof of previous works done of same magnitude in installation of Anti-Plagiarism Software, Anti- Virus Software and Microsoft Office in an Institution of higher learning / Universities or its equivalent. **(30mks)**
- e) Provide at least 3 recommendation letters for previous works done in any local institution of higher learning/universities or its equivalent. **(10mks)**
- f) Provide audited financial statements for last 2 years. **(10mks)**
- g) Provide manufacturers authorization letter or letter of dealership. **(10mks)**

ONLY firms that meets a minimum of 70% shall proceed for the financial evaluation.

III. Financial Criteria

- a) Price Comparison

IV. The bidder will also be required to state the annual renewal fee for the softwares in the financial proposal

SECTION X - STANDARD FORMS

10.1 FORM OF TENDER

Date _____
Tender No. _____

To: _____

[name and address of University]

Gentlemen and/or Ladies:

1. Having examined the tender documents including All addendum the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply & deliver (..... *(insert item description)* in conformity with the said tender documents for the sum of *(total tender amount in words and figures)*

2. We undertake, if our Tender is accepted, to deliver the item in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to 5% percent of the Contract Price for the due performance of the Contract, in the form prescribed South Eastern Kenya University.

4. We agree to abide by this Tender for a period of 120 days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

10.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business

You are advised that it is a serious offence to give false information on this form

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No.company Mobile E mail address.....Contact Person Mobile.....

Nature of Business,

Registration Certificate No.

Maximum value of business which you can handle at any one time – Kshs.

Name of your bankers Branch.

| | <p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full Age</p> <p>Nationality Country of origin</p> <p style="padding-left: 40px;">i. Citizenship details</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|----|---|-------------|---------------------|-------------|---------------------|--------|----|-------|-------|-------|-------|----|-------|-------|-------|-------|----|-------|-------|-------|-------|----|-------|-------|-------|-------|----|-------|-------|-------|-------|
| | <p>Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 30%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 30%;">Citizenship Details</th> <th style="width: 15%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table> | | Name | Nationality | Citizenship Details | Shares | 1. | | | | | 2. | | | | | 3. | | | | | 4. | | | | | 5. | | | | |
| | Name | Nationality | Citizenship Details | Shares | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | <p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company-</p> <p style="padding-left: 20px;">Nominal Kshs.</p> <p style="padding-left: 20px;">Issued Kshs.</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 30%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 30%;">Citizenship Details</th> <th style="width: 15%;">Shares</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> | | Name | Nationality | Citizenship Details | Shares | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Name | Nationality | Citizenship Details | Shares | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| |
|--------|
| 1..... |
| 2..... |
| 3..... |
| 4..... |
| 5..... |

ii. If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

Part 3 (a) – Pursuant to section 33(1) and 33(2) of the public procurement Act 2005 and section 26 of the Regulations 2006. This must be signed by all Directors of the Company

I /we the Director(s) of Company.....hereby declare that I /we are not a board member , employee or even a relative to any employee of South Eastern Kenya University.

Given details of partners as follows:

| Name | Nationality | Citizenship Details | Signature |
|--------|-------------|---------------------|-----------|
| 1..... | | | |
| 2..... | | | |
| 3..... | | | |
| 4..... | | | |
| 5..... | | | |

Part 3(b)
Pursuant to section 115 of the Public Procurement and Disposal Act 2005, I/ we the Directors of this companyconfirm that companyhas not been debarred in Kenya not to Participate in any Tender/Bidding in Kenya.

| Name | Nationality | Citizenship Details | Signature |
|--------|-------------|---------------------|-----------|
| 1..... | | | |
| 2..... | | | |
| 3..... | | | |

4.

5.

Date Signature of Candidate

TENDER SECURING DECLARATION FORM (YOUTH, WOMEN AND PEOPLE LIVING WITH DISABILITIES)

To:

**The Vice Chancellor,
South Eastern Kenya University
P.O Box 170 – 90200,
Kitui, Kenya.**

WHEREAS (Hereinafter called “the Tenderer”) has submitted its Tender dated for the supply and delivery to SEKU through tender no.Proposed Signage of Offices, Phase 1 - **FOR YOUTH, WOMEN AND PEOPLE LIVING WITH DISABILITIES:-**

WE THE UNDERSIGNED, DECLARE THAT:-

1. We understand that, according to your conditions, bids must be supported by a Tender Securing Declaration.
2. We accept that we will be automatically suspended from being eligible for bidding in any contract with you for a period of 5 years and 3 months starting from **10/03/2021**, if we are in breach of our obligations under the tender conditions, because we –
 - a) Have withdrawn our bid during the period of tender validity, or,
 - b) Having been notified of the acceptance of our bid by you during the period of tender validity –
 - i. Fail or refuse to sign the contract when required, or
 - ii. Fail or refuse to furnish the Performance Security in accordance with the Instructions to Tenderers
3. We understand that this Tender Securing Declaration shall expire if we are not the successful bidder, upon the earlier of either of the following:-
 - a) Our receipt of a copy of your notification of the name of the successful bidder,
 - b) Twenty eight (28) days after the expiry of our Tender.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

DATED AT ----- THIS-----DAY OF _____ 2021

Yours sincerely,
Name of Tenderer

Signature of duly authorized person signing the Tender
Name and Capacity of duly authorized person signing the Tender

Stamp or Seal of Tenderer

10.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between [*name of Procurement entity*] of [*country of Procurement entity*] (hereinafter called “the University) of the one part and [*name of tenderer*] of [*city and country of tenderer*] (hereinafter called “the tenderer”) of the other part;

WHEREAS the University invited tenders for certain goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of [*contract price in words and figures*] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer
 - (b) the Schedule of Requirements
 - (c) the Technical Specifications
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of contract; and
 - (f) the University’s Notification of Award
3. In consideration of the payments to be made by the University to the tenderer as hereinafter mentioned, the tender hereby covenants with the University to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The University hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the University

Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____

10.5 **PERFORMANCE SECURITY FORM**

To
[name of University]

WHEREAS [name of tenderer] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20 ____
_____ to supply [description of goods] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [amount of the guarantee in words and figure] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

10.7 MANUFACTURER'S AUTHORIZATION FORM

To *[name of the University]*

WHEREAS*[name of the manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Agent]* to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. *[reference of the Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

[Signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.

10.8 LETTER OF NOTIFICATION OF AWARD

Address of University

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER