



MACHAKOS UNIVERSITY

SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF STANDARD METERING PANEL

TENDER NO. MksU/RT/05/2016/2017

CLOSING DATE: 20TH APRIL 2017 AT 10.00AM.

All correspondence to:

VICE-CHANCELLOR, MACHAKOS UNIVERSITY

P.O. BOX 136 – 90100 MACHAKOS, KENYA,

TEL: 0723-805829

E-MAIL: info@machakosuniversity.ac.ke

Public Procurement and Asset Disposal Act, 2015

(Public Procurement and Disposal Regulations 2006)

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SECTION –I INVITATION FOR TENDERS

NOTICE DATE: 20th April 2017 at 10.00am.

TENDER NO. MksU/RT/05/2016-2017

**TENDER NAME: SUPPLY, DELIVERY, INSTALLATION,
TESTING AND COMMISSIONING OF
STANDARD METERING PANEL**

Machakos University invites sealed bids from eligible Candidates for **SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF STANDARD METERING PANEL**

1. Interested eligible candidates may obtain further information from and inspect the tender documents at **the Procurement Office, Main campus**
2. A complete set of tender documents may be downloaded from www.machakosuniversity.ac.ke free of charge. Bidders who download the tender document **MUST** email their contact details and tender number to po@machakosuniversity.ac.ke
3. Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of one hundred and twenty days (120) from the closing date of the tender.
4. Tenders should be accompanied by a fully signed Tender Securing Declaration form in case of the Registration as Youth, Women and Persons with Disability.
5. Bidders must submit a copy of tender security (Value 2% of total bid price) Payable to Machakos University. **N/A to the Youth, Women and Persons with Disability.**
6. Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and name be deposited in the Tender Box at **The Main Campus, Reception Area, Administration Block or be addressed and posted to Vice-Chancellor, P.O Box 136-90100, Machakos, Kenya** so as to be received on or Before **20th April 2017 at 10.00am.**
7. Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Conference Room 1.

PROF. FRANCIS MATHOOKO, PhD
VICE-CHANCELLOR

INTRODUCTION

- 1.1 This standard tender document for procurement of works has been prepared for use by procuring entities in Kenya in the procurement of works (i.e. Buildings and associated Civil Engineering Works).
- 1.2 The following guidelines should be observed when using the document:-
- (a) Specific details should be furnished in the Invitation to tender and in the special conditions of contract (where applicable). The tender document issued to tenderers should not have blank spaces or options.
 - (b) The instructions to tenderers and the General Conditions of Contract should remain unchanged. Any necessary amendments to these parts should be made through Appendix to instructions to tenderers and special conditions of contract respectively.
- 1.3
- (b) Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable prospective tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements
 - (c) The invitation to tender shall be as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have been prequalified following a request for prequalification.

SECTION II INSTRUCTIONS TO TENDERERS

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INSTRUCTIONS TO TENDERERS

1. General/Eligibility/Qualifications/Joint venture/Cost of tendering

- 1.1 The Employer as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The successful tenderer will be expected to complete the Works by the Intended Completion Date specified in the tender documents.
- 1.2 All tenderers shall provide the Qualification Information, a statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or has not been associated in the past, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the Works, and any of its affiliates, shall not be eligible to tender.
- 1.3 All tenderers shall provide in the Form of Tender and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 1.4 In the event that pre-qualification of potential tenderers has been undertaken, only tenders from pre-qualified tenderers will be considered for award of Contract. These qualified tenderers should submit with their tenders any information updating their original pre-qualification applications or, alternatively, confirm in their tenders that the originally submitted pre-qualification information remains essentially correct as of the date of tender submission.
- 1.5 Where no pre-qualification of potential tenderers has been done, all tenderers shall include the following information and documents with their tenders , unless otherwise stated:
 - (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the tender to commit the tenderer:
 - (b) total monetary value of construction work performed for each of the last five years:
 - (c) experience in works of a similar nature and size for each of the last five years, and details of work under way or contractually committed; and names and addresses of clients who may be contacted for further information on these contracts;

- (d) Major items of construction equipment proposed to carry out the Contract and an undertaking that they will be available for the Contract.
- (e) Qualifications and experience of key site management and technical personnel proposed for the Contract and an undertaking that they shall be available for the Contract.
- (f) Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the past five years;
- (g) Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) Authority to seek references from the tenderer's bankers;
- (i) Information regarding any litigation, current or during the last five years, in which the tenderer is involved, the parties concerned and disputed amount; and
- (j) Proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.

1.6 Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated:

- (a) The tender shall include all the information listed in clause 1.5 above for each joint venture partner;
- (b) The tender shall be signed so as to be legally binding on all partners;
- (c) All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- (d) One of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of all partners of the joint venture; and

- (e) The execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 1.7 To qualify for award of the Contract, tenderers shall meet the following minimum qualifying criteria;
- (a) Annual volume of construction work of at least 2.5 times the estimated annual cash flow for the Contract;
 - (b) Experience as main contractor in the construction of at least
 - (c) Two works of a nature and complexity equivalent to the Works over the last 10 years (to comply with this requirement, works cited should be at least 70 percent complete);
 - (d) Proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed as required for the Works;
 - (e) A Contract manager with at least five years' experience in works of an equivalent nature and volume, including no less than three years as Manager; and
 - (f) Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than 4 months of the estimated payment flow under this Contract.
- 1.8 The figures for each of the partners of a joint venture shall be added together to determine the tenderer's compliance with the minimum qualifying criteria of clause 1.7 (a) and (e); however, for a joint venture to qualify, each of its partners must meet at least 25 percent of minimum criteria 1.7 (a), (b) and (e) for an individual tenderer, and the partner in charge at least 40 percent of those minimum criteria. Failure to comply with this requirement will result in rejection of the joint venture's tender. Subcontractors' experience and resources will not be taken into account in determining the tenderer's compliance with the qualifying criteria, unless otherwise stated.
- 1.9 Each tenderer shall submit only one tender, either individually or as a partner in a joint venture. A tenderer who submits or participates in more than one tender (other than as a subcontractor or in cases of alternatives that have been permitted

or requested) will cause all the proposals with the tenderer's participation to be disqualified.

- 1.10 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible or liable for those costs.
- 1.11 The tenderer, at the tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the tenderer's own expense.
- 1.12 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 1.13 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 1.14 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2. Tender Documents

- 2.1 The complete set of tender documents comprises the documents listed below and any addenda issued in accordance with Clause 2.4.
 - (a) These Instructions to Tenderers
 - (b) Form of Tender and Qualification Information
 - (c) Conditions of Contract
 - (d) Appendix to Conditions of Contract
 - (e) Specifications
 - (f) Drawings
 - (g) Bills of Quantities
 - (h) Forms of Securities
- 2.2 The tenderer shall examine all Instructions, Forms to be filled and Specifications in the tender documents. Failure to furnish all information required by the tender documents, or submission of a tender not substantially responsive to the tendering documents in every respect will be at the tenderer's risk and may result in rejection of his tender.

- 2.3 A prospective tenderer making an inquiry relating to the tender documents may notify the Employer in writing or by cable, telex or facsimile at the address indicated in the letter of invitation to tender. The Employer will only respond to requests for clarification received earlier than seven days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.
- 2.4 Before the deadline for submission of tenders, the Employer may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or by cable, telex or facsimile to all tenderers. Prospective tenderers shall acknowledge receipt of each addendum in writing to the Employer.
- 2.5 To give prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of tenders, in accordance with Clause 4.2 here below.

3. Preparation of Tenders

- 3.1 All documents relating to the tender and any correspondence shall be in English language.
- 3.2 The tender submitted by the tenderer shall comprise the following:
- (a) These Instructions to Tenderers, Form of Tender, Conditions of Contract, Appendix to Conditions of Contract and Specifications;
 - (b) Tender Security;
 - (c) Priced Bill of Quantities
 - (d) Qualification Information Form and Documents;
 - (e) Alternative offers where invited; and
 - (f) Any other materials required to be completed and submitted by the tenderers.
- 3.3 The tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the tenderer will not be paid for when

executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause relevant to the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the tenderer.

- 3.4 The rates and prices quoted by the tenderer shall only be subject to adjustment during the performance of the Contract if provided for in the Appendix to Conditions of Contract and provisions made in the Conditions of Contract.
- 3.5 The unit rates and prices shall be in Kenya Shillings.
- 3.6 Tenders shall remain valid for a period of sixty (60) days from the date of submission. However in exceptional circumstances, the Employer may request that the tenderers extend the period of validity for a specified additional period. The request and the tenderers' responses shall be made in writing. A tenderer may refuse the request without forfeiting the Tender Security. A tenderer agreeing to the request will not be required or permitted to otherwise modify the tender, but will be required to extend the validity of Tender Security for the period of the extension, and in compliance with Clause 3.7 - 3.11 in all respects.
- 3.7 The tenderer shall furnish, as part of the tender, a Tender Security in the amount and form specified in the appendix to invitation to tenderers. This shall be in the amount not exceeding 2 percent of the tender price
- 3.8 The format of the Tender Security should be in accordance with the form of Tender Security included in Section G - Standard forms or any other form acceptable to the Employer. Tender Security shall be valid for 30 days beyond the validity of the tender
- 3.9 Any tender not accompanied by an acceptable Tender Security shall be rejected. The Tender Security of a joint venture must define as "Tenderer" all joint venture partners and list them in the following manner: a joint venture consisting of".....", ".....", and ".....".
- 3.10 The Tender Securities of unsuccessful tenderers will be returned within 28 days of the end of the tender validity period specified in Clause 3.6.
- 3.11 The Tender Security of the successful tenderer will be discharged when the tenderer has signed the Contract Agreement and furnished the required Performance Security.
- 3.12 The Tender Security may be forfeited
 - (a) if the tenderer withdraws the tender after tender opening during the period of tender validity;

- (b) if the tenderer does not accept the correction of the tender price, pursuant to Clause 5.7;
 - (c) in the case of a successful tenderer, if the tenderer fails within the specified time limit to
 - (i) Sign the Agreement, or
 - (ii) Furnish the required Performance Security.
- 3.13 Tenderers shall submit offers that comply with the requirements of the tendering documents, including the basic technical design as indicated in the Drawings and Specifications. Alternatives will not be considered, unless specifically allowed in the invitation to tender. If so allowed, tenderers wishing to offer technical alternatives to the requirements of the tendering documents must also submit a tender that complies with the requirements of the tendering documents, including the basic technical design as indicated in the Drawings and Specifications. In addition to submitting the basic tender, the tenderer shall provide all information necessary for a complete evaluation of the alternative, including design calculations, technical specifications, breakdown of prices, proposed construction methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated tender conforming to the basic technical requirements shall be considered.
- 3.14 The tenderer shall prepare one original of the documents comprising the tender documents as described in Clause 3.2 of these Instructions to Tenderers, bound with the volume containing the Form of Tender, and clearly marked “ORIGINAL”. In addition, the tenderer shall submit copies of the tender, in the number specified in the invitation to tender, and clearly marked as “COPIES”. In the event of discrepancy between them, the original shall prevail.
- 3.15 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the tenderer, pursuant to Clause 1.5 (a) or 1.6 (b), as the case may be. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.
- 3.16 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
- 3.17 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.
- 3.18 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

4. Submission of Tenders

- 4.1 The tenderer shall seal the original and all copies of the tender in two inner envelopes and one outer envelope, duly marking the inner envelopes as “**ORIGINAL**” and “**COPIES**” as appropriate.
The inner and outer envelopes shall:
- (a) be addressed to the Employer at the address provided in the invitation to tender;
 - (b) bear the name and identification number of the Contract as defined in the invitation to tender; and
 - (c) Provide a warning not to open before the specified time and date for tender opening.
- 4.2 Tenders shall be delivered to the Employer at the address specified above not later than the time and date specified in the invitation to tender. However, the Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Sub-Clause 2.5 in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline will then be subject to the new deadline.
- 4.3 Any tender received after the deadline prescribed in clause 4.2 will be returned to the tenderer un-opened.
- 4.4 Tenderers may modify or withdraw their tenders by giving notice in writing before the deadline prescribed in clause 4.2. Each tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with clause 3.13 and 4.1, with the outer and inner envelopes additionally marked “**MODIFICATION**” and “**WITHDRAWAL**”, as appropriate.
No tender may be modified after the deadline for submission of tenders.
- 4.5 Withdrawal of a tender between the deadline for submission of tenders and the expiration of the period of tender validity specified in the invitation to tender or as extended pursuant to Clause 3.6 may result in the forfeiture of the Tender Security pursuant to Clause 3.11.
- 4.6 Tenderers may only offer discounts to, or otherwise modify the prices of their tenders by submitting tender modifications in accordance with Clause 4.4 or be included in the original tender submission.

5. Tender Opening and Evaluation

- 5.1 The tenders will be opened by the Employer, including modifications made pursuant to Clause 4.4, in the presence of the tenderers' representatives who choose to attend at the time and in the place specified in the invitation to tender. Envelopes marked "WITHDRAWAL" shall be opened and read out first. Tenderers' and Employer's representatives who are present during the opening shall sign a register evidencing their attendance.
- 5.2 The tenderers' names, the tender prices, the total amount of each tender and of any alternative tender (if alternatives have been requested or permitted), any discounts, tender modifications and withdrawals, the presence or absence of Tender Security, and such other details as may be considered appropriate, will be announced by the Employer at the opening. Minutes of the tender opening, including the information disclosed to those present will be prepared by the Employer.
- 5.3 Information relating to the examination, clarification, evaluation, and comparison of tenders and recommendations for the award of Contract shall not be disclosed to tenderers or any other persons not officially concerned with such process until the award to the successful tenderer has been announced. Any effort by a tenderer to influence the Employer's officials, processing of tenders or award decisions may result in the rejection of his tender.
- 5.4 To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may ask any tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the price or substance of the tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered in the evaluation of the tenders in accordance with Clause 5.7.
- 5.5 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender (a) meets the eligibility criteria defined in Clause 1.7;(b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the tendering documents. A substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tendering documents,

without material deviation or reservation. A material deviation or reservation is one :

- (a) Which affects in any substantial way the scope, quality, or performance of the works;
- (b) Which limits in any substantial way, inconsistent with the tendering documents, the Employer's rights or the tenderer's obligations under the Contract;
- (c) Whose rectification would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders;

5.6 If a tender is not substantially responsive, it will be rejected, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

5.7 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be subject of correction, adjustment or amendment in any way by any person or entity.

5.8 The Employer will evaluate and compare only the tenders determined to be substantially responsive in accordance with Clause

5.9

5.10 The tenderer shall not influence the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. Any effort by the Tenderer to influence the Employer or his employees in his decision on tender evaluation, tender comparison or Contract award may result in the rejection of the tender.

5.11 Firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias provided that they do not sub-contract work valued at more than 50% of the Contract Price excluding Provisional Sums to an Non-indigenous sub-contractor.

6. Award of Contract

6.1 Subject to Clause 6.2, the award of the Contract will be made to the tenderer whose tender has been determined to be substantially responsive to the tendering documents and who has

offered the lowest evaluated tender price, provided that such tenderer has been determined to be (a) eligible in accordance with the provision of Clauses 1.2, and (b) qualified in accordance with the provisions of clause 1.7 and 1.8.

- 6.2 Notwithstanding clause 6.1 above, the Employer reserves the right to accept or reject any tender, and to cancel the tendering process and reject all tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the action.
- 6.3 The tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex or facsimile. This notification (hereinafter and in all Contract documents called the “Letter of Acceptance”) will state the sum (hereinafter and in all Contract documents called the “Contract Price”) that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. At the same time the other tenderers shall be informed that their tenders have not been successful. The contract shall be formed on the parties signing the contract.
- 6.4 The Agreement will incorporate all agreements between the Employer and the successful tenderer. Within 14 days of receipt the successful tenderer will sign the Agreement and return it to the Employer.
- 6.5 Within 21 days after receipt of the Letter of Acceptance, the successful tenderer shall deliver to the Employer a Performance Security in the amount stipulated in the Appendix to Conditions of
- 6.6 Contract and in the form stipulated in the Tender documents. The Performance Security shall be in the amount and specified form
- 6.7 Failure of the successful tenderer to comply with the requirements of clause 6.5 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Tender Security.
- 6.8 Upon the furnishing by the successful tenderer of the Performance Security, the Employer will promptly notify the other tenderers that their tenders have been unsuccessful.
- 6.9 Preference where allowed in the evaluation of tenders shall not be allowed for contracts not exceeding one year (12 months)
- 6.10 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

- 6.11 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 6.12 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 6.13 Where contract price variation is allowed, the valuation shall not exceed 15% of the original contract price.
- 6.14 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.
- 6.15 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 6.16 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 6.17 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

7. Corrupt and Fraudulent practices

- 7.1 The procuring entity requires that tenderers observe the highest standards of ethics during procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.

SPECIFICATIONS

STANDARD METERING PANEL					
Item	Description	Unit	Qty	Rate	Amount
1.10	<p>1.0 METER BOARD Standard meter board G.14 SWG galvanized mild steel spray painted in cream white powder enamel paint, 415 mains L.V, fully wired for one incoming MCCB to have a meter viewing perspex and to be installed free standing to approval and complete with the following components:</p> <p>i) Provide Space for mounting 2 No. 3 phase KPLC meter ii) Provide Space for mounting 2 No. set of KPLC cut out iii) 2 No.1000A Adjustable TPN MCCB v) 1 No. Manual Bypass switch</p>	Item	1		
2	<p>2.00 MAIN POWER DISTIBUTION PANEL complete with the following items L.V (415V, 3 phase, TPN) two compartment 14SWG spilt board complete with the following items and inclusive of inter-wiring to the generator for the maintained power:</p> <p>a) Metering:</p> <ul style="list-style-type: none"> • Indicator bulb (for 3 phase) • 1 No 1-1500A Digital ammeter c/w selector switch, 5A fuse • 1 No 0-500V Digital voltmeter c/w selector switch, 5A fuse <p>b) 2No. 1000A, TPN MCCB'S adjustable incomer with shunt trip coil in each of the two compartments</p> <p>c) Set of 1000A TPN busbars; one in each of the two compartments</p> <p>d) Install the following outgoing MCB's in the power distribution panel</p> <ul style="list-style-type: none"> • 100A SP MCCB (compartment A) • 100 DP MCCB (compartment A) 	Item	1		
		No	2		
		No	2		
		No	3		
		No	2		

	300A TPN MCCB (compartment A)	No	1		
	Spare ways (compartment A)	No	6		
	400A TP MCCB(compartment B)	No	2		
	100A TP MCCB(compartment B)	No	7		
	Spare ways(compartment B)	No	3		
	Power factor correction bank (60KVAR) comprising of the dry type capacitors:				
	• 125A 3P MCCB	NO	1		
	• Varplus capacitor 25KVAR 415V 50Hz 3 Phase	NO	1		
	• Varplus capacitor 10KVAR 415V 50Hz 3 Phase	NO	3		
	• Varplus capacitor 5KVAR 415V 50Hz 3 Phase	NO	1		
	• Special contactors for capacitor switching	NO	5		
	• Fuse bases and fuses for each capacitor protection	NO	5		
	• Step indicator lamp	NO	5		
	• Control circuit protection fuse/fuse holder	NO	1		
3	• 6 step automatic control regulator for maintaining power factor at the set level and regulating the switching of capacitor steps to be installed in the right phase of the main switch board of which PFC bank is to be connected	NO	1		

	<ul style="list-style-type: none"> Loose CT of up to 500/5A 	NO	1		
	<ul style="list-style-type: none"> Provide space for future additional capacitor bank for correction up to 195KVAR 	Item	Allow		
4M	Allow for earthing to approval	NO	1		
5M	Labour	Item	Allow		
	TOTAL				

SECTION VII - BILL OF QUANTITIES

Notes for preparing Bills of Quantities

1.0 The objectives of the Bills of Quantities are;

- (a) to provide sufficient information on the quantities of Works to be performed to enable tenders to be prepared efficiently and accurately; and
- (b) when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

2.0 The Bills of Quantities should be divided generally into the following sections:

(a) **Preliminaries.**

The preliminaries should indicate the inclusiveness of the unit prices, and should state the methods of measurement which have been adopted in the preparation of the Bill of Quantities and which are to be used for the measurement of any part of the Works.

The number of preliminary items to be priced by the tenderer should be limited to tangible items such as site office and other temporary works, otherwise items such as security for the Works which are primarily part of the Contractor's obligations should be included in the Contractor's rates

(b) **Work Items**

The items in the Bills of Quantities should be grouped into sections to distinguish between those parts of the Works which by nature, location, access, timing, or any other special characteristics may give rise to different methods of construction, or phasing of the Works, or considerations of cost. General items common to all parts of the Works may be grouped as a separate section in the Bill of Quantities.

- (i) Quantities should be computed net from the Drawings, unless directed otherwise in the Contract, and no allowance should be made for bulking, shrinkage or waste. Quantities should be rounded up or down where appropriate.
- (ii) The following units of measurement and abbreviations are recommended for use.

<i>Unit</i>	<i>Abbreviation</i>	<i>Unit</i>	<i>Abbreviation</i>
cubic meter hectare	m ³ or cu m	millimeter month number	mm mon
hour kilogram lump	ha h kg sum	square meter	nr m ² or sq m mm ² or sq
sum meter metric	m	square millimeter week	mm wk
ton (1,000 kg)	t		

- (iii) The commencing surface should be identified in the description of each item for Work involving excavation, boring or drilling, for which the commencing surface is not also the original surface. The excavated surface should be identified in the description of each item for Work involving excavation for which the excavated surface is not also the final surface. The depths of Work should be measured from the commencing surface to the excavated surface, as defined.

(c) Daywork Schedule

- (i) A Daywork Schedule should be included if the probability of unforeseen work, outside the items included in the Bill of Quantities, is relatively high. To facilitate checking by the Employer of the realism of rates quoted by the tenderers, the Daywork Schedule should normally comprise:
- (ii) a list of the various classes of labour, and materials for which basic Day work rates or prices are to be inserted by the tenderer, together with a statement of the conditions under which the Contractor will be paid for Work executed on a Day work basis; and a percentage to be entered by the tenderer against each basic Day work Subtotal amount for labour, materials and plant representing the Contractor's profit, overheads, supervision and other charges.

(c) Provisional Quantities and Sums

Provision for quantity contingencies in any particular item or class of Work with a high expectation of quantity overrun should be made by entering specific "Provisional Quantities" or "Provisional Items" in the Bill of Quantities, and *not* by increasing the quantities for that item or class of Work beyond those of the Work normally expected to be required. To the extent not covered above, a general provision for physical contingencies (quantity overruns) should be made by including a "Provisional Sum" in the Summary of the Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a

"Provisional Sum" in the Summary of the Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises.

Provisional sums to cover specialized works normally carried out by Nominated Sub Contractors should be avoided and instead Bills of Quantities of the specialized Works should be included as a section of the main Bills of Quantities to be priced by the Main Contractor. The Main Contractor should be required to indicate the name (s) of the specialized firms he proposes to engage to carry out the specialized Works as his approved domestic sub-contractors. Only provisional sums to cover specialized Works by statutory authorities should be included in the Bills of Quantities.

(e) Summary

The Summary should contain a tabulation of the separate parts of the Bills of quantities carried forward, with provisional sums for Daywork, for physical (quantity) contingencies, and for price contingencies (upward price adjustment) where applicable
LETTER OF ACCEPTANCE

[Letterhead paper of the Employer]

_____ [date]
To: _____
[name of the Contractor]

[address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated _____

for _____ the _____ execution _____ of
_____ [name of the
Contract and identification number, as given in the Tender documents] for the

Contract Price of Kshs. _____ [amount in
figures][Kenya Shillings _____ (amount in words)
] in accordance with the instructions to Tenderers is hereby accepted.

You are hereby instructed to proceed with the execution of the said Works in accordance with the Contract documents.

Authorized Signature

.....

Name and Title of Signatory

.....

Attachment: Agreement

FORM OF TENDER

Date _____

_____ Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

- 1. Having examined the tender documents including Addenda Nos. [insert numbers]. the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... (insert equipment description) in conformity with the said tender documents for the sum of (total tender amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.*
- 2. We undertake, if our Tender is accepted, to deliver install and commission the equipment 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 ___ percent of the Contract Price for the due performance of the Contract , in the form prescribed by (Procuring entity).*
- 4. We agree to abide by this Tender for a period of [number] 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 _____

1. FORM OF AGREEMENT

THIS AGREEMENT, made the _____ day of _____ 20
between _____ of [or whose
registered office is situated at] _____ (hereinafter called “the
Employer”) of the one part AND _____ of [or whose
registered office is situated
at] _____ (hereinafter called
“the Contractor”) of the other part. WHEREAS THE Employer is desirous
that the Contractor executes _____ (name and
identification number of Contract) (hereinafter called
“the Works”) located
at _____ [Place/location of the Works] and the
Employer has accepted the tender submitted by the Contractor for the execution
and completion of such Works and the remedying of any defects therein for the
Contract Price of Kshs _____ [Amount in
figures], Kenya
Shillings _____ [Amount in words].

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 hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
 - (i) Letter of Acceptance
 - (ii) Form of Tender
 - (iii) Conditions of Contract Part I
 - (iv) Conditions of Contract Part II and Appendix to Conditions of Contract
 - (v) Specifications
 - (vi) Drawings
 - (vii) Priced Bills of Quantities
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works 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 thereto have caused this Agreement to be executed the day and year first before written.

The common Seal of

Was hereunto affixed in the presence of _____ Signed
Sealed, and Delivered by the said _____
Binding Signature of Employer

Binding Signature of Contractor

In the presence of

(i) Name _____
Address _____
Signature _____
Name _____
Address _____
Signature _____

5. PERFORMANCE BANK GUARANTEE

To: _____(Name of Employer)
_____(Date)
_____(Address of Employer)

Dear Sir,

WHEREAS _____(hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____(hereinafter called “the Works”);

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Kshs. _____
(amount of Guarantee in figures) Kenya

Shillings _____ (amount of Guarantee in words), and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Kenya Shillings _____ (amount of Guarantee in words) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change, addition or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any change, addition, or modification.

This guarantee shall be valid until the date of issue of the Certificate of Completion.

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank

Address

Date _____

6. BANK GUARANTEE FOR ADVANCE PAYMENT

To: _____ [name of Employer] _____ (Date)
_____ [address of Employer]

Gentlemen,

Ref: _____ [name of Contract]

In accordance with the provisions of the Conditions of Contract of the abovementioned _____ Contract,

We, _____ [name and Address of Contractor] (hereinafter called "the Contractor") shall deposit with _____ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Contract in an amount of Kshs. _____ [amount of Guarantee in figures] Kenya Shillings _____ [amount of Guarantee in words].

We, _____ [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [name of Employer] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding Kshs _____ [amount of Guarantee in figures] Kenya Shillings

_____ [amount of Guarantee in words], such amount to be reduced periodically by the amounts recovered by you from the proceeds of the Contract.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between

_____ [name of Employer] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

No drawing may be made by you under this guarantee until we have received notice in writing from you that an advance payment of the amount listed above has been paid to the Contractor pursuant to the Contract.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until

_____ (name of Employer) receives full payment of the same amount from the Contract.

Yours faithfully,
Signature and Seal

Name of the Bank or financial institution _____
Address

_____ Date

Witness: Name:

Address:

Signature:

Date: _____

8. QUALIFICATION INFORMATION

1. Individual Tenderers or Individual Members of Joint Ventures

1.1 Constitution or legal status of tenderer (attach copy or Incorporation Certificate);

Place of registration: _____

Principal place of business _____

Power of attorney of signatory of tender _____

1.2 Total annual volume of construction work performed in the last five years

Year	Volume	
	Currency	Value

1.3 Work performed as Main Contractor on works of a similar nature and volume over the last five years. Also list details of work under way or committed, including expected completion date.

Project name	Name of client and contact person year of	Type of work performed and Contract Completion	Value of Contract
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

1.4 Major items of Contractor's Equipment proposed for carrying out the Works. List all information requested below.

Item of Equipment	Description, Make and age (years)	Condition(new, good, poor) and number available	Owned, leased (from whom?), or

			to be purchased (from whom?)
_____	_____	_____	
_____	_____	_____	
(etc.)			

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data.

Position	Name	Years of experience (general)	Years of experience in proposed position
Project Manager			
_____	_____	_____	_____
_____	_____	_____	_____
(etc.)			

1.6 Financial reports for the last five years: balance sheets, profit and loss statements, auditor's reports, etc. List below and attach copies _____

1.7 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of supportive documents _____

1.8 Name, address and telephone, telex and facsimile numbers of banks that may provide reference if contacted by the Employer.

1.9 Statement of compliance with the requirements of Clause 1.2 of the Instructions to Tenderers.

-
- 1.10 Proposed program (work method and schedule) for the whole of the Works.

2 Joint Ventures

- 2.4 The information listed in 1.1 – 1.10 above shall be provided for each partner of the joint venture.
- 2.5 The information required in 1.11 above shall be provided for the joint venture.
- 2.6 Attach the power of attorney of the signatory(ies) of the tender authorizing signature of the tender on behalf of the joint venture
- 2.7 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that: a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- b) one of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; and
 - c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of tenderer.....
2. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below)
3. Telephone number (s) of tenderer.....
4. Telex address of tenderer.....
5. Name of tenderer's representative to be contacted on matters of the tender during the tender period.....
6. Details of tenderer's nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone, telex).....

Signature of

Tenderer

Make copy and deliver to: _____ (*Name of Employer*)

7. **CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2 (c) and 2 (d) whichever applies 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; Country/Town.....

Plot No..... Street/Road

.....

Postal Address..... Tel

No.....

Nature of

Business.....

Current Trade Licence No..... Expiring date.....

Maximum value of business which you can handle at any time: K. pound.....

Name of your

bankers.....

Branch.....

.....

Part 2 (a) – Sole Proprietor

Your name in full.....

Age.....

Nationality..... Country of Origin.....

*Citizenship details

.....

Part 2 (b) – Partnership

Give details of partners as follows:

Name in full Nationality Citizenship Details Shares

1.....

2.....

3.....

Part 2(c) – Registered Company:

Private or
public.....

State the nominal and issued capital of the Company-
Nominal

Kshs.....

Issued

Kshs.....

Give details of all directors as follows:

Name in full . Nationality. Citizenship Details*. Shares.

1.....

2.....

3.....

4.....

Part 2(d) – Interest in the Firm:

Is there any person / persons in(Name of Employer)

who has interest in this firm? Yes/No.....(Delete as
necessary)

I certify that the information given above is correct.

.....

.....

(Title)

(Signature)

(Date)

Attach proof of citizenship

STATEMENT OF FOREIGN CURRENCY REQUIREMENTS

(See Clause 23] of the Conditions of Contract)

In the event of our Tender for the execution of _____ (*name of Contract*) being accepted, we would require in accordance with Clause 21 of the Conditions of Contract, which is attached hereto, the following percentage:

(Figures).....
(Words).....

of the Contract Sum, (Less Fluctuations) to be paid in foreign currency.

Currency in which foreign exchange element is required:

.....

Date: The Day of 20.....

Enter 0% (zero percent) if no payment will be made in foreign currency.

Maximum foreign currency requirement shall be _____(percent) of the Contract Sum, less Fluctuations.

Tenderer)

(Signature of

DETAILS OF SUB-CONTRACTORS

If the Tenderer wishes to sublet any portions of the Works under any heading, he must give below details of the sub-contractors he intends to employ for each portion.

Failure to comply with this requirement may invalidate the tender.

(1) Portion of Works to be sublet:

.....

[i] Full name of Sub-contractor
and address of head office:

.....

[ii] Sub-contractor's
experience of similar works
carried out
in the last 3 years with
Contract value:

.....

(2) Portion of Works to be sublet:

.....

[i] Full name of sub-contractor
and address of
head office:

.....

[ii] Sub-contractor's
experience of similar works
carried out
in the last 3 years with
contract value:

[Signature of Tenderer) Date

8. LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

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

9. EVALUATION CRITERIA

Machakos University will consider the following four stages as criteria for evaluating tenders and tenderers:

- Determination of responsiveness
- Detailed Technical Examination
- Financial Evaluation
- Combination of Technical, Tender Sums Comparison and Financial Score

STAGE 1: DETERMINATION OF RESPONSIVENESS

A) PRELIMINARY EXAMINATION

The tenderer must provide the following information and provide copies of documents to support the information given. **The tenderers who do not satisfy any of the above requirements shall be considered Non-Responsive and their tenders will not be evaluated further.**

Criterion	Particulars Provided	Scores
The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.		
Business Permit		
Form of Tender –Duly completed and signed		
Tax Compliance Certificate PIN Certificate VAT Certificate		
Provision of Bid Security		
Copy of Certificate of registration with ERC (Class A or B) and NCA		

Copy of registration certificate/ certificate of incorporation		
Ant other conditions included in the advertisement notice/Invitation letter		

B: COMPLETENESS OF TENDER DOCUMENT

The award of points for the **STANDARD FORMS** considered in this section as shown below:

	Criterion	Point Scored	Max.Point
1	Statement of compliance Signed and stamped3 Signed but not stamped2 Not stamped nor signed0		3
2	Tender questionnaire form Completely filled.....5 Partially filled3 Not filled0		5
3	Confidential Business Questionnaire form Completely filled5 Partially Filled3 Not Filled0		5
	<u>Key Personnel (Attach Evidence)</u> 1. Directors of the firm Holders of degree or Diploma in Relevant engineering field4 Holders of certificate in relevant engineering field3 Holders of trade test certificate in relevant engineering field2 No relevant certificate0		4
5	At least I No. Degree/diploma of Key Personnel in relevant Engineering field <ul style="list-style-type: none"> • With Over 10 years experience4 • With over 5 years experience3 • With Under 5 years experience1 		4
6	At least 1 No. certificate holder of key personnel in relevant engineering field <ul style="list-style-type: none"> • With Over 10 years experience3 • With over 5 years experience2 • With Under 5 years experience1 		3
7	At least 2 No. artisan (trade test certificate in relevant Engineering field		2

	<ul style="list-style-type: none"> • With Over 10 years experience2 • With over 10 years experience1 • With Under 10 years experience1 		
8	At least five contracts completed in the last five years <ul style="list-style-type: none"> • Project of similar nature, complexity and magnitude.....3 • Project of similar nature, but of lower value than the one in consideration.....2 • No completed project of similar nature.....0 		3
9	On-going projects (maximum of 5 projects) <ul style="list-style-type: none"> • Project of similar nature, complexity and magnitude.....2 • Project of similar nature, but of lower value than the one in consideration.....1 • No completed project of similar nature.....0 		2
10	Schedule of contractors equipment and transport (ownership of evidence <ul style="list-style-type: none"> • Means of transport4 • No Means of transport0 		4
11	For each specific equipment required in the installation of the work being tendered for (maximum No. of equipment considered is 3 No.)2		3
	FINANCIAL REPORT		
12	Three years audited financial report <ul style="list-style-type: none"> • Turnover greater or equal to 5 times the cost of the project....10 • Turn over greater or equal to 3 times the cost of the project....6 • Turn over great or equal to the cost of the project.....4 • Turnover below the cost of the project.....2 		10
13	Evidence of financial resources (cash in hand, lines of credit, overdraft facility etc. <ul style="list-style-type: none"> • Has financial resources equal or above the cost of the project.10 • Has financial resources below the cost of the project5 • Has not indicated sources of financial resources.....0 		5
14	Name, address and telephone of banks <ul style="list-style-type: none"> • Provided2 • Not provided0 		2
15	Litigation History <ul style="list-style-type: none"> • Filled2 • Not filled.....0 		2

Any bidder who scores 60 points and above shall be considered for further evaluation.

16	Sanctity of the tender document		10
	<ul style="list-style-type: none"> • Having the document intact10 • Having mutilated or modified tender document.....0 		

STAGE 2: TECHNICAL EVALUATION

A. COMPLIANCE WITH SPECIFICATIONS

In this section, the bid will be analyzed to determine compliance with General and Particular technical specifications for the works as indicated in the tender document.

The tenderer shall fill in the Technical Schedule as specified in the tender document for Equipment and Items indicating the Country of Origin, Model/Make/Manufacturer of the Item/Equipment they propose to supply.

Where the Equipment proposed by the tenderer differs with the models specified in the tender document, it is mandatory that the brochures/catalogues of the same be submitted with the tender document highlighting the catalogues Numbers of the proposed items. Such brochures/catalogues should indicate comprehensive relevant data of the proposed equipment/items which should include but not limited to the following:

- a) Standards of manufacture
- b) Performance ratings/characteristics
- c) Material of manufacture
- d) Electrical power ratings and
- e) Any other necessary requirements (Specify)

Following the above analyses, where the proposed equipment are found not to satisfy the specifications, the tender will be deemed Non – Responsive and will not be evaluated further.

B. TECHNICAL EXAMINATION

In this section, the information provided in the Technical Schedule or Brochures attached will be analyzed for the bidders who have qualified from STAGE 2A above and points awarded as shown below. Maximum 80 points

Description	Score	Max. Score
<p>Technical Schedule/Brochures</p> <ul style="list-style-type: none"> • Relevant manufacturer brochures for items in the technical schedule with equipment to be supplied highlighted and meets specifications (where alternative are to be supplied).....50 <p style="text-align: center;">OR</p> <p>Completely filled technical schedule indicating brand, model country of origin as per specification in the tender.....50</p> <ul style="list-style-type: none"> • Relevant manufacturer brochures for items in the technical schedule with equipment to be supplied not highlighted but within the range of those specified and meets specification.....40 <p style="text-align: center;">OR</p> <p>Completely filled technical schedule indicating items as specified in the tender but with over 75% of the items in the technical schedule provided.....40</p> <ul style="list-style-type: none"> • Relevant Manufacturer brochures for less than 75% of items in the technical schedule with equipment to be supplied highlighted meet specifications.....30 <p style="text-align: center;">OR</p> <p>Less than 75% of the technical schedule filled indicating brand, model/country of origin for the items considered as specified in the tender30</p> <ul style="list-style-type: none"> • No technical data provided either in form of brochures or filling of technical schedule0 		80
Total		80

For a bidder to be deemed technically responsive they must score 60 points and above based on the above scoring plan. The Technical Score will be carried to **STAGE 4**.

STAGE 3: FINANCIAL EVALUATION

The evaluation shall be in two sections

1. Preliminary examinations and
2. Tender sum Comparisons

1. PRELIMINARY EXAMINATIONS

The preliminary examination in the Financial Evaluation shall be in accordance with clause 26 of Instruction to Tenderers.

The parameter to be considered under this section includes the following:

- a) Arithmetic errors

(A) ARITHMETIC ERRORS

The bid shall be checked for arithmetic errors based on the rates and the total sums indicated in the bills of quantities.

- a) Confirmation shall be sought in writing from the tenderers whose tender sums will be determined to have a significant arithmetic error to their disadvantage, to confirm whether they stand by their tender sums. The error shall be treated as per **clause 24 of Instructions to Tenderers**.

Non compliance with the above shall lead to **automatic disqualification from further evaluation**.

Discount if any shall be treated as an error in pursuant to **clause 26.3** of Instructions to Tenderers

2. TENDER SUM COMPARISONS

The evaluation team shall compare the prices offered by the tenderers and the financial scores (Fs) will be determined using the formulae bellow. The financial score will be allocated a maximum of 20%.

$$F_s = 20 \times F_m/F$$

Where F_s is the financial score, F_m is the lowest priced responsive financial bid and F is the price of the bid under consideration

CONCLUSION

COMBINATION OF TECHNICAL AND FINANCIAL SCORE

The evaluation team shall combine Technical and Financial Score as below:

Technical score (Ts) +Financial score (Fs) = 80% +20%

RECOMMENDATION

The combined technical and financial score shall be determined and the employer shall recommend for award of the **Tender** to the firm achieving the highest combined technical and financial scores.

