



MERU UNIVERSITY OF SCIENCE & TECHNOLOGY

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TENDER No: MUST/048/2016-2018

**TENDER FOR SUPPLY, INSTALLATION,
TESTING, TRAINING & COMMISSIONING OF BIOMETRIC ACCESS
CONTROL, TIME AND ATTENDANCE SYSTEM AND RELATED
APPLICATIONS AT MERU
UNIVERSITY OF SCIENCE & TECHNOLOGY
(OPEN NATIONAL TENDER)**

CLOSING DATE AND TIME: *THURSDAY 19TH MAY 2016*

TIME: 10.30AM

WEBSITE: www.must.ac.ke

PART 1 – Bidding Procedures

Invitation for Bids (IFB)

Title: SUPPLY, INSTALLATION, TESTING, TRAINING & COMMISSIONING OF **BIOMETRIC CONTROL, TIME AND ATTENDANCE SYSTEM AND RELATED APPLICATIONS TO SERVE MERU UNIVERSITY OF SCIENCE & TECHNOLOGY**

TENDER Number: **MUST/048/2016-2018**

MERU UNIVERSITY invites sealed bids from eligible bidders for: **SUPPLY, INSTALLATION, TESTING, TRAINING & COMMISSIONING BIOMETRIC CONTROL, TIME AND ATTENDANCE SYSTEM AND RELATED APPLICATIONS TO SERVE MERU UNIVERSITY OF SCIENCE & TECHNOLOGY.**

1. Financial and Technical Capabilities
 - 1.1. Submission of evidence/documentation of at least 3 similar contracts (in value and complexity) undertaken by the Bidder in the past 3 years.
 - 1.2. In order to be acceptable, these 2 similar contracts should have incorporated supply, installation, testing, training and commissioning of a biometric time attendance system in a company or institutions campus.
 - 1.3. Supplier must also show that they have the required technical capacity to be dedicated to the project within the required implementation period from the date contract is awarded. Evidence of this must be provided.
 - 1.4. Submission of audited /duly signed balance sheets or, if not required law of the Applicant's country, other financial statements acceptable to the Purchaser, for the last two years to demonstrate an annual turnover greater or equal to three (3) times the bid price.
2. Interested eligible Bidders may obtain further information from Meru University of Science & Technology and inspect the bidding documents at the address given below from 8.00 a.m. - 1.00 p.m. and 2.00 p.m.- 4.00 p.m. every day excluding weekends and public holidays. A site visit meeting with potential bidders will be held on **10th May 2016 at 9.30 am.** at the address below:

Meru University of Science & Technology, Administration Building along Meru – Maua road 15Kms from Meru town.
3. The attention of prospective Bidders is drawn to (i) the fact that they will be required to certify in their bids that all software is either covered by a valid license or was produced by the Bidder and (ii) that violations are considered fraud, which can result in ineligibility to be awarded Meru University of Science & Technology contracts.
4. Bids should be submitted in a plain sealed envelope clearly marked:

**VICE CHANCELLOR
MERU UNIVERSITY OF SCIENCE & TECHNOLOGY
P.O. BOX 972, MERU.**

TENDER NO: MUST /048/2016-2018

SUPPLY, INSTALLATION, TESTING, TRAINING & COMMISSIONING OF BIOMETRIC CONTROL, TIME ATTENDANCE SYSTEM TO SERVE MERU UNIVERSITY of SCIENCE & TECHNOLOGY

And be hand delivered so as to reach the above address on or before **Thursday 19th May 2016 at 10.30am. East African Time.**

5. The following general conditions should be observed when using this document:
 - 5.1. The Instructions to Bidders (ITB) and the General Conditions of Contract (GCC) should remain unchanged. Any necessary amendments to these sections should be made through the Bid Data Sheets (BDS) and the Special Conditions of Contract (SCC) respectively.
 - 5.2. Specific details to the contracts are furnished in the BDS and the SCC.
 - 5.3. The site Surveys shall take place on the following dates Date: **10th May 2016 at 9.30am**

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SECTION I: INVITATION TO TENDER

April 2016

TENDER NO: MUST/048/2016-2018

SUPPLY, INSTALLATION, TESTING, TRAINING & COMMISSIONING OF BIOMETRIC ACCESS CONTROL, TIME AND ATTENDANCE SYSTEM AND RELATED APPLICATIONS

The Meru University invites sealed bids from eligible candidates for supply, installation, testing, training and commissioning of **Biometric Access Control, Time and Attendance System and related Applications**.

Interested eligible candidates may obtain further information **from** *The Procurement Office, located in main campus along meru-maua road.*

A complete set of tender documents are available and can be **downloaded** from the University website –www.must.ac.ke for free or accessed from the National treasury IFMIS portal <http://supplier.treasury.go.ke> for free. Bidders can also access the tender documents at Meru University Procurement Office upon payment of a **non-refundable fee of Ksh. 1000** at the Finance Department per set of tender documents.

All interested bidders who access the tender documents shall be expected to sign a tender register at Meru University of Science & Technology, Procurement Office.

Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at Main Campus - **P.O. Box 972 – 60200 MERU** so as to be received on or before **Thursday 19th May 2016 at 10.30 am.** Kindly refer to the bid data sheet for more submission and other requirements information.

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

Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at the address in the Data Sheet.

SECTION II: INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

2.1.1 This Tender is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements in Section V and the Bid data Sheet.

2.1.2 MUST employees, committee members, board members and their relative (Spouse and children) are not eligible to participate in the tender.

2.1.3 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 MUST 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.

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

2.2 Eligible Goods

2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.

2.2.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components

2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

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

2.3.2 A complete set of tender documents are available and can be **downloaded** from the **University website – www.must.ac.ke for free** or accessed from the **National treasury IFMIS portal <http://supplier.treasury.go.ke> for free**. Bidders can also access the tender documents at Meru University of Science & Technology Procurement Office upon payment of a **non-refundable fee of Ksh. 1000** at the Finance Department per set of tender documents.

2.4 The Tender Document

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 26 (Amendment of Documents) of these instructions to Tenderers

- (i) Invitation to Tender
- (ii) Instructions to Tenderers
- (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
- (xiii) Confidential Business Questionnaire

2.4.2 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.

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify MUST in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by MUST. Written copies of MUST's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 MUST shall reply to any clarifications sought by the tenderer within 7 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Documents

2.6.1 At any time prior to the deadline for submission of tenders, the MUST, 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.

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

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

2.7 Language of Tender

The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and MUST, 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.

2.8 Documents Comprising of Tender

The tender prepared by the tenderers shall comprise the following components

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) Documentary evidence that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Documentary evidence 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.

2.9 Tender Forms

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.

2.10 Tender Prices

2.10.1 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.

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 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.

2.10.4 The validity period of the tender shall be 120 days from the date of opening of the tender.

2.11 Tender Currencies

Prices shall be quoted in Kenya Shillings unless otherwise specified in the Data Sheet to Instructions to Tenderers.

2.12 Tenderers Eligibility and Qualifications

2.12.1 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.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to MUST satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to MUST 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 Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 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.

2.13.2 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 and services offered which a certificate of origin issued at the time of shipment shall confirm.

2.13.3 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 Characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, ingredients 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 MUST; and
- (c) A clause-by-clause commentary on MUST's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(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 the Procurement entity 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 the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

2.14.1 The tender security is required to protect MUST against the risk of Tenderers Conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.6

2.14.2 tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company, Microfinance Institution, Sacco Society, the Youth Enterprise Development Fund or the Women Enterprise Fund. In the form provided in the tender documents or another form acceptable to MUST and valid for at least thirty (30) days beyond the validity of the tender.

2.14.3 Any tender not secured with a tender security will be rejected by MUST as non-responsive by preliminary examination.

2.14.4 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 MUST.

2.14.5 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, and furnishing the performance security.

2.14.6 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity specified by MUST on the Tender Form; or
- (b) In the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract, or
 - (ii) To furnish performance security

2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for **120 days** or as specified in the Invitation to tender after the date of tender opening prescribed by MUST. A tender valid for a shorter period shall be rejected by MUST as non-responsive.

2.15.2 In exceptional circumstances, MUST may solicit the Tenderers consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided 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.

2.16 Format and Signing of Tender

2.16.1 Tenderers 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.

2.16.2 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.

2.16.3 The tender shall have no interlineations, 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.

2.17 Sealing and Marking of Tenders

2.17.1 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.

2.17.2 The inner and outer envelopes shall:

(a) Be addressed to MUST at the address given in the Invitation to Tender:

(c) Bear tender number and name on the Invitation for Tenders.

2.17.3 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”.

2.17.4 If the outer envelope is not sealed and marked as required, MUST will assume no responsibility for the tender’s misplacement or premature opening.

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by MUST at the address specified in the Letter of Invitation no later than

2.18.2 MUST may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents, in which case all rights and obligations of MUST and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

2.19.1 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 MUST prior to the deadline prescribed for submission of tenders.

2.19.2 Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17 (Sealing and Marking of Tenders). A withdrawal notice May also be sent by post, facsimile and e-mail but followed by assigned confirmation copy, postmarked no later than the deadline for submission of tenders.

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

2.19.4 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.

2.19.5 MUST may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 MUST 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.

2.20 Opening of Tenders

2.20.1 MUST will open all tenders in the presence of tenderers' representatives who choose to attend, on **Thursday 19th May 2016 9.30 am** in the location specified in the Invitation to Tender.

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

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

2.20.4 MUST will prepare minutes of the tender opening.

2.21 Clarification of Tenders

2.21.1 To assist in the examination, evaluation and comparison of tenders MUST 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.

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

2.22 Preliminary Examination

2.22.1 Prior to the technical evaluation, pursuant to paragraph 2.23, MUST will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all terms and conditions of tendering. MUST's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.2 If a tender is not substantially responsive, it will be rejected by MUST and may not subsequently be made responsive by the bidder by correction of the nonconformity.

2.23 Technical Evaluation of Tenders

2.23.1 MUST will evaluate the tenders, which have been determined to be substantially responsive, pursuant to paragraph 2.22.

2.23.2 The technical evaluation will assess whether:

- a) The bidder has the necessary professional and technical qualifications and competence, resources, and managerial capability; and
- b) The proposed solution is adequate.

2.23.3 The following merit point method for weighted evaluation factors will be applied for comparison and final selection of those bidders who shall have met ALL the requirements for **the tender document** as stated in paragraph 5.2.7 Below. The criteria for technical evaluation will be as given in the following table:

2.23.4 MANDATORY REQUIREMENTS

Bidders will be required to provide the following;

- All documents should be well bound and well-presented and well numbered. **Loose documents shall NOT be accepted.**
- Proof of experience in carrying out the proposed installations. Submit names/reference of at least three (3) clients where similar services have been successfully implemented in the last three years.
- Submit three (3) CVs of key personnel proposed to take the assignment showing areas of expertise with emphasis on Biometric Access Control, Time and Attendance System and related applications.
 - Submit a brief company profile indicating expertise Supply, Installation, Testing, and Training & Commissioning of Biometric Access Control, Time and Attendance System and related applications.

- Copy of Valid Contractor's Certificate of Registration for the relevant category from the National Construction Authority NCA 5 (specialist in telecommunications, PABX, intercoms and telephone wiring/structured cabling and computer network installations)
- Copy of Valid Contractor's Certificate of Registration with Communication Authority of Kenya (CAK) telecommunication Contractor License.
- Proposed Work Plan (Work method & schedule)
- Catalogues and or Brochures and or Manufacturer's drawings
- Copy of Valid Tax Compliance Certificate.
- Audited accounts for the last 3 years
- Copy of i-tax pin certificate
- Copy of Certificate of Registration / Incorporation
- Current business license
- Site visit form, dully filled and signed by MUST ICT Department

***NOTES TO TENDERERS**

- Valid Tax Compliance Certificate shall be one issued by the relevant tax authorities and valid for at least up to the tender closing date. All Kenyan registered Tenderers must provide a valid Tax Compliance Certificate.
- Foreign Tenderers must provide equivalent documents from their country of origin as regards Tax Compliance Certificate OR statements certifying that the equivalent documentation is not issued in the Tenderer's country of origin. The Statement(s) that equivalent documentation is not issued by the Tenderer's country should be original and issued by the Tax authorities in the Tenderer's country of origin.
- Valid Registration Certificate shall be one issued by the relevant body including the **National Construction Authority (NCA-5).**

Bidders who are found to be responsive to the requirements above will pass for Technical Evaluation Criteria

TENDER EVALUATION CRITERIA

After tender opening, the tenders will be evaluated in 3 stages, namely:

1. Determination of Responsiveness
2. Detailed Technical Evaluation.
3. Combination of Technical and Tender Sums Comparison

PRELIMINARY EXAMINATION/DETERMINATION OF RESPONSIVENESS

This stage of evaluation shall involve examination of the mandatory conditions as set out in the Tender Advertisement Notice or Letter of Invitation to Tender and any other conditions stated in the bid document. These conditions are included in Part A of the table below.

MANDATORY REQUIREMENTS			
Item	Description	Score	Remarks
1.	Provide copy of Company Registration Certificates. (Be a registered company incorporated in Kenya under the companies Act CAP 486)	Mandatory	
2.	Dully filled Form of Tender;	Mandatory	
3.	Provide a copy of Valid Tax compliance Certificate	Mandatory	
4.	Bid bond 2% of the Tender sum valid for 120 days.	Mandatory	
5.	Audited Financial Statements at least for the last 3 years.	Mandatory	
6.	A commitment that the supplier will provide all the products and services under this tender as a single provider	Mandatory	
7.	Attach a valid Manufacturer's Authorization Letter or proof of original manufacturer of the solution.	Mandatory	
TECHNICAL REQRIMENTS			
	FINANCIAL STATUS OF THE COMPANY		Maximum 5
Item	Description	Score	Remarks
8.	Audited accounts for the previous years.		
	3 yrs	5 Points	
	2 yrs	3 Points	
	1 yr	1 Point	
	EXPERIENCE OF WORK		Maximum 30
9.	Provide evidence of similar scope of work undertaken in Kenya in the past years		
	3 projects and Above	30	
	2 projects	20	
	1 project	10	
	No Project	0	
	TECHNICAL INFORMATION		Maximum 60
10.	Compliance with technical specifications		
	Time and Attendance Access Control Biometric multimedia time & attendance and access control system.	15	50
	Backup	5	
	Control, Time and Attendance software	20	
	Server Computer Specifications	10	
11.	Lead Time for Delivery		
	Within 30 days of contract signing	5	5
	More than 30 days of contract signing	0	
12.	Warranty and support services		

	>3 yrs	5	5
	2 yrs	3	
	<2 yrs	0	
	ACADEMIC BACKGROUND OF DIRECTORS OR TECHNICAL PERSONNEL		Maximum 5
13.	[Must attach a C.V and the supporting documents]		
	Bachelor's degree in IT or related field	5	5
	Diploma in IT or related field	3	
	Bachelor's degree in Business field	2	
Total			100

Note:

1. Bidders must meet all of the mandatory requirements to proceed to Technical Evaluation
2. The pass mark shall be 70% to proceed to financial evaluation
3. Any information provided by the bidder may be verified by the University
4. If information is found to be false, the company will be Disqualified

FINANCIAL EVALUATION

The bidder who attains 70% and above in the technical evaluation shall proceed to financial evaluation. The tender sums shall be compared and the lowest bid shall be considered for award.

NOTES

1. A bidder **MUST** satisfy the requirements to be eligible for evaluation of the technical proposal.
2. Only bidders who meet 70% of the technical scores will be considered for financial evaluation.
 - a) The formulae for determining the Financial Score (Sf) shall be as follows: $Sf = 100 \times Fm/F$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = 0.7, is the weight given to the Technical Proposal; P = 0.3, is the weight given to the Financial Proposal; and T + P = 1). The combined technical and financial score, S, is calculated as follows: $S = (St \times T \%) + (Sf \times P \%)$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
 - b) *Delivery schedule.*

MUST requires that the Goods and the Services under the Invitation for Tenders shall be delivered within the time specified in paragraph 5.2.8.

- c) *Spare parts and after sales service facilities.*

Bidders must offer items with service and spare parts back up. Documentary evidence and locations of such back-up must be given.

2.23.5 A bidder MUST attain at least 70% of the score, equivalent to 70 points, in the Technical Evaluation to be considered for the Financial Evaluation.

2.23.6 Only those bids that will have met the minimum technical requirements stated in 2.23.1, 2.23.2, 2.23.3 and 2.23.4 above will be considered for the Financial Evaluation.

2.24 Financial Evaluation of Tenders

2.24.1 MUST will evaluate and compare the tenders, which have been determined to be substantially responsive to technical requirements, pursuant to paragraph 2.23.

2.24.2 The evaluation of a tender will exclude and not take into account: in the case of Goods manufactured in Kenya or Goods of foreign origin, sales and other similar taxes applicable in Kenya.

2.24.3 The Financial Evaluation will take into consideration, in addition to the tender price, the price of incidental services for delivery of the Goods to and provision of the required services at the sites of implementation. The prices quoted should be realistic, fair and reasonable.

2.24.4 The Financial Proposal will be checked for correctness of the computations. 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 the bidder does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.24.5 Pursuant to paragraph 2.24.4 the following evaluation methods will be applied: The formulae for determining the Financial Score (*Sf*) shall be as follows: $Sf = 100 \times \frac{F_m}{F}$ where *Sf* is the financial score; *F_m* is the lowest priced financial proposal and *F* is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights (*T* = 0.7, is the weight given to the Technical Proposal; *P* = 0.3, is the weight given to the Financial Proposal; and *T* + *P* = 1). The combined technical and financial score, *S*, is calculated as follows: $S = (St \times T\%) + (Sf \times P\%)$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

2.25 Contacting MUST

2.25.1 Subject to paragraph 2.21 no tenderer shall contact MUST on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.25.2 Any effort by a tenderer to influence MUST in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection Of the Tenderer's tender.

2.26 Award of Contract

(a) Post-qualification

2.26.1 In the absence of pre-qualification, MUST will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily by carrying out due diligence exercise to the contractor's premises.

2.26.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, as well as such other information as MUST deems necessary and appropriate.

2.26.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event MUST will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) **Award Criteria**

2.26.4 MUST will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) **MUST's Right to Vary quantities**

2.26.5 MUST reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) **MUST's Right to accept or Reject any or All Tenders**

2.26.6 MUST reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, 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 MUST's action

2.27 Notification of Award

2.27.1 Prior to the expiration of the period of tender validity, MUST will notify the successful tenderer in writing that its tender has been accepted.

2.27.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties.

2.27.3 Upon the successful Tenderer's furnishing of the performance security, MUST will promptly notify each unsuccessful Tenderer and will discharge its tender security.

2.28 Signing of Contract

2.28.1 At the same time as MUST notifies the successful tenderer that its tender has been accepted, MUST will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.28.2 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.

2.28.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to MUST.

2.29 Performance Security

2.29.1 Within Thirty (30) days of the receipt of notification of award from MUST, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to MUST.

2.29.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the MUST may make the award to the next lowest evaluated Candidate or call for new tenders.

2.30 Corrupt or Fraudulent Practices

2.30.1 The MUST requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations; the following terms are defined as follows;

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the MUST, and includes collusive practice among tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the MUST of the benefits of free and open competition;

2.30.2 The MUST will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

BIDDING DATA SHEET (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT

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Item	A. General
1.	The name of the Client is: MERU UNIVERSITY
2.	Technical and Financial Proposals are requested: Yes, The name of the project is: supply, installation, testing, training and commissioning of Biometric Access Control, Time and Attendance System and related applications to Serve MERU UNIVERSITY
3.	The method of selection is: QUALITY AND COST BASED SELECTION (QCBS)
5.	MUST will provide the following inputs: (i) Access to servers at MUST premises (ii) Access to technical staff of the ICT Department for consultation and requisite involvement in the project.
	B. Contents of Bidding Documents
6.	For <u>Clarification of bid purposes</u> only, the Client's address is: The Vice Chancellor Meru University of Science and Technology P.O. Box 972- 60200 MERU Electronic mail address: vc@must.ac.ke
	C. Preparation of Bids
7.	The language of the bid is: ENGLISH

<p>8.</p>	<p>The Bidder shall submit the following additional documents in its bid:</p> <ul style="list-style-type: none"> • All documents should be well bound and well-presented and well numbered. Loose documents shall NOT be accepted. • Proof of experience in carrying out the proposed installations. Submit names/reference of at least three (3) clients where similar services have been successfully implemented in the last three years. • Submit three (3) CVs of key personnel proposed to take the assignment showing areas of expertise with emphasis on Biometric Control, Time and Attendance System and related applications installations and security system. Submit a brief company profile indicating expertise Supply, Installation, Testing, Training & Commissioning Biometric Control, Time and Attendance System and related application installations and security system. • Copy of Valid Contractor’s Certificate of Registration for the relevant category from the National Construction Authority NCA 5 (specialist in telecommunications, PABX, intercoms and telephone wiring/structured cabling and computer network installations), Copy of Valid Contractor’s Certificate of Registration with Communication Authority of Kenya (CAK) telecommunication Contractor License. • Proposed Work Plan (Work method & schedule) • Catalogues and or Brochures and or Manufacturer’s drawings • Copy of Valid Tax Compliance Certificate. • Copy of i-tax pin registration certificate • Copy of Certificate of Registration / Incorporation • Current business license • Audited accounts for the last three years • Site visit form, dully filled and signed by MUST ICT Department <p>Where a bidder is exempted from any of the above, they should Provide an explanation and requisite documentation and evidence e.g. YAGPO Certificate.</p>
<p>9.</p>	<p>“Final destination (Project Site)”: MERU UNIVERSITY</p>
<p>10.</p>	<p>The Tenderer is required to quote in the currency of the Client’s Country.</p>
<p>11.</p>	<p>Period of time the Goods are expected to be functioning (for the purpose of warranty/spare parts): 2 years.</p>
<p>12.</p>	<p>Manufacturer’s authorization is: REQUIRED</p>

13.	After sales service is: REQUIRED
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14.	Tender Security is required: REQUIRED
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15.	The amount of the Tender Security shall be: <i>Ksh. 2% of tender sum.</i> SIGNED TENDER SECURING DECLARATION FORM IF COMPANY IS OWNED BY YOUTH, WOMEN OR PWD (ATTACH AGPO CERTIFICATE)
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16.	The bid validity period shall be <i>120 days</i>
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17.	In addition to the original of the tender, the number of copies is: 1 <i>copy plus soft copy in a flash disk or a CD.</i>
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	D. Submission and Opening of Bids
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18.	The inner and outer envelopes shall bear the following additional identity marks: Tender Number: MUST /048/2016-2018 Tender Name: SUPPLY, INSTALLATION, TESTING, TRAINING AND COMMISSIONING BIOMETRIC CONTROL, TIME ATTENDANCE SYSTEM AND RELATED APPLICATIONS AT MUST.
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19.	The date for submission of tenders will be: on or before Thursday 19th May 2016 at 10.30 am
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20.	<p>The bid opening shall take place at:</p> <p>Address: Meru University of Science and Technology - MAIN CAMPUS</p> <p>Town: Meru</p> <p>Country: Kenya</p> <p>Date: Thursday 19th May 2016</p> <p>Time: 10.30 am</p>
	<p>E. Evaluation and Comparison of Bids</p>
21.	<p>Bid prices expressed in different currencies shall be converted in to Kenya Shillings during evaluation</p> <p>The source of exchange rate shall be: <i>Central Bank of Kenya</i></p> <p>The date for the exchange rate shall be date of evaluation</p>
22.	<p>This is an Open National Tender</p>
23.	<p>A complete set of tender documents are available and can be downloaded from the University website – www.must.ac.ke for free or accessed from the National treasury IFMIS portal http://supplier.treasury.go.ke for free. Bidders can also access the tender documents at Meru University Procurement Office upon payment of a non-refundable fee of Ksh. 1000 at the Finance Department per set of tender documents.</p>
24.	<p>The Value of the Performance Security is 5% of the total Contract Value</p> <p>The Successful bidder will be expected to furnish MUST with an original Bank guarantee/Performance Security from a commercial bank licensed by the Central Bank of Kenya that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document. The bank issuing the Bank Guarantee must be located in Kenya.</p>
25.	<p>F. Award of Contract</p>
26.	<p>The maximum percentage by which quantities may be increased is: 15 percent.</p> <p>The maximum percentage by which quantities may be decreased is: 15 percent.</p>

SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (a) “The Contract” means the agreement entered into between the MUST 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 Goods” means all of the equipment, machinery, software applications and/or other materials, which the tenderer is required to supply to the MUST under the Contract.
- (d) “The MUST” means the organization purchasing the Goods under this Contract.

“The Tenderer” means the individual or firm supplying the Goods under this Contract.

3.2 Application

These General Conditions shall apply in all Contracts made by the MUST for the procurement of Goods.

3.3 Country of Origin

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were Mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 Samples

The tenderer shall provide samples of the goods stated in the Terms of Reference under Particulars, branded with the Authority’s logo or other branded materials of previous works undertaken.

3.5 Standards

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.6 Use of Contract Documents and Information

3.6.1 The tenderer shall not, without the MUST’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the MUST in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.6.2 The tenderer shall not, without the MUST's prior written consent, make use of any document or information enumerated in paragraph 3.6.1 above.

3.6.3 Any document, other than the Contract itself, enumerated in paragraph 3.6.1 shall remain the property of the MUST and shall be returned (all copies) to the MUST on completion of the Tenderer's performance under the Contract if so required by the MUST.

3.7 Patent Rights

The tenderer shall indemnify the MUST against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the MUST's country.

3.8 Performance Security

3.8.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the MUST the performance security in the amount specified in Special Conditions of Contract.

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

3.8.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the MUST and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya, acceptable to the MUST, in the form provided in the tender documents.

3.8.4 The performance security will be discharged by the MUST and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

3.9 Inspection and Tests

3.9.1 The MUST or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The MUST shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

3.9.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the MUST.

3.9.3 Should any inspected or tested goods fail to conform to the Specifications, MUST may reject the equipment, and the tenderer shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to the MUST.

3.9.4 The MUST's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the MUST or its representative prior to the equipment delivery.

3.9.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.10 Packing

3.10.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.10.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

3.11 Delivery and Documents

Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by MUST in its Schedule of Requirements and the Special Conditions of Contract.

3.12 Insurance

The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.13 Payment

3.13.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract.

3.13.2 Payments shall be made promptly by the MUST as specified in the contract.

3.14 Prices

3.14.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

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

3.14.3 Price variation request shall be processed by the MUST within 30 days of receiving the request.

3.15 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the MUST's prior written consent

3.16 Subcontracts

The tenderer shall notify the MUST in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract.

3.17 Termination for Default

3.17.1 The MUST may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part

- (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the MUST;
- (b) if the tenderer fails to perform any other obligation(s) under the Contract;
- (c) If the tenderer, in the judgment of the MUST has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.17.2 In the event the MUST terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the MUST for any excess costs for such similar goods.

3.18 Liquidated Damages

If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the MUST shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.19 Resolution of Disputes

3.19.1 The MUST and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract.

3.19.2 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 adjudication in an agreed national or international forum, and/or international arbitration.

3.20 Language and Law

The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.21 Force Majeure

The tenderer 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.

SECTION IV: - SPECIAL CONDITIONS OF CONTRACT

4.1. Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

4.2. Special conditions of contract as relates to the GCC:

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
4.2.1	The successful bidder will be expected to deposit 5% of the total contract price as Performance Security from a reputable bank in the form of a bank guarantee . Where a bidder is exempted from any of the above, they should provide an explanation and requisite documentation (Executed Performance Security Forms) or the required alternative submission.
4.2.2	Terms of payment: 100% on delivery of hardware. 90% on supply, installation and commissioning acceptable to MUST and 10% retention fee till upon expiry of 6 months defects liability period.
4.2.3	Resolution of Disputes under Kenyan laws

SECTION V: - TECHNICAL SPECIFICATIONS

5.1 General Requirements

5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc., for the products they intend to supply

5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.

5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The MUST reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.

5.1.4 The tenderers MUST present information along with their offers as follows:

- (i) Shortest possible delivery period of each product

- (ii) Information on proper representatives and/or workshop for back-up service/repair and maintenance including their names and addresses.
- (iii) Proof of experience in carrying out the proposed installations. Submit names/reference of at least three (3) clients where similar services have been successfully implemented within the last three (3) years. And dealer Authorization letter for the solution product proposed
- (iv) Submit three (3) CVs of key personnel proposed to take the assignment showing areas of expertise with emphasis backup and recovery solutions and also provide a detailed implementation plan if awarded the tender
- (v) Submit a brief company profile indicating expertise in supply, delivery, installation, implementation and technical support of a biometric time attendance and security system.

5.1.5 The bidder should bear in mind that the solution proposed should be simple, robust and easy to maintain.

5.1.6 It is expected that the contractor will provide training for technical support staff. A full training schedule for all targeted users, including costs and duration, should be provided. An assessment of the training will be carried out after completion of the training.

5.1.7 The financial proposal should clearly show the cost of software licenses, cost of equipment, cost of installation and standing charges where applicable

(especially for server hosting services), and/or usage charges. It should also indicate whether such software license costs are one-off or recurring.

5.1.8 The contractor to provide a detailed user and technical manual for all the installed systems.

5.1.9 The contractor is required to turn in all passwords and log-on IDs to MUST ICT department upon deployment of the application software.

5.1.10 The contractor is expected to provide 24-hour by 7-day a week technical support all year round; they must provide telephone, email and fax for the support desk as well as the designated contact persons describing the escalation path.

5.1.11 The contractor must commit to providing a mandatory six (6) months post implementation support.

5.1.12 The application software must have at least a two-year warranty.

5.1.13 After the lapse of the warranty period MUST will negotiate a maintenance agreement with the contractor.

5.2 Terms of Reference

5.2.1 BACKGROUND/ DESCRIPTION OF WORKS

Technical specification and project Scope

Meru University wishes to implement a Biometric Access Control, Time and Attendance System and related applications both for staff and students.

The Biometric system will work by measuring features of the body that are unique to each person so as to offer greater accuracy in Access Control and attendance tracking.

The system will incorporate a finger print reader in combination with cards, which will be used as the sole means of registering access to gain access to pre-approved areas and also for time and attendance.

An average of 5,000 students and 500 staff members will be catered for.

For Human Resource Management, the time and attendance system is expected to have the following features:

Item	Item Description	Yes/No	Tenderer's Response
	General Specifications		
1.	Accuracy of the System: it will be expected to record accurately on time in and out of the MUST buildings at all times.		
2.	Allow Heads of Divisions/units and		

	supervisors view the attendance reports and to easily configure into the desired reports.		
3.	Support automation of labour planning and leave administration.		
4.	Work schedules – set start and end times and include break times for specific shifts.		
5.	Utilization of analytics and reporting tools to combine operational and attendance data to make better labour deployment decisions.		
6.	Self-service access to hours worked, works schedules and leave balances.		
7.	Real time alerts when scheduled staff do not clock in on time.		
8.	Real time alerts when unscheduled staff clock in		
9.	Real time alerts when employees approach overtime or go beyond desired hours		
10.	Track overtime on a daily, weekly or monthly basis		
11.	Provide for time sheet approval to allow supervisors verify hours worked online for purposes of payments		
12.	Have a master calendar for management of events such as holidays, days off, delayed opening, early closing and to apply the correct payroll rules for the events		
13.	Custom payroll reports - use payroll extract report to pull employee details for payroll to include employee name, job type, employee number, wage options, absence reasons etc.		
14.	Tracking casuals' hours worked		
15.	Clock on portal to allow senior Managers an option of clocking in and out from their own computers using their ID's or staff numbers.		
16.	Connection to leave system and based on leave reasons, update leave balances as well as match the absence time to the correct payroll rules to determine if leave is paid		
17.	Upload files created for importation to the payroll Rules out unauthorized overtime		
	Technical Specifications		
18.	Allow use of both Cards and Biometric features		
19.	All clocks to be linked with the central server		

20.	The systems should have memory expansion options in terms of User capacity as per the plant requirements.		
21.	Should support multiple database		
22.	User creation roles and permissions		
23.	Manages departments and employees		
24.	Manages devices and access restrictions		
25.	Imports/exports data in various file formats, such as CSV, XLS/XLSX, PDF, etc.		
26.	Presents data to 3rd party accounting/payroll software		
27.	Sends reports via email		
28.	Compatibility/integration with the Time and Attendance system		
29.	Requires the user to present their fingerprint (or a biometric security feature to gain access to a protected resource. The system should prompt the user to provide biometric feature or smart card		
30.	Cardholder management: allows for the creation of access groups to which users can be assigned, along with the ability to grant different levels of access to each group.		
	System report generation		
	Standard reports include;		
31.	Generation of reports whenever needed. Examples include Absenteeism, Attendance, Overtime, lateness and Access to the premises		
32.	Accurate audit trail and automatic calculation of man hours		
33.	Employee's schedules		
34.	Employee's signoff		
35.	Employees on premises		
36.	Employees works history (Hours worked)		
37.	Employee's time sheet with payable hours indicated		
38.	Employee's roster by department/ section		
39.	Complete employee list		
40.	Punch detail (History)		
41.	Schedule staffing shifts		
42.	Man-hours summary		
43.	Access group report		

Product specifications				
1	Time & Attendance Fingerprint terminal	High Speed processor,		
2		HD (High Definition) TFT display,		
3		3000 Fingerprints		
4		50000 Records or more		
5		16 Customizable T&A Status		
6		Auto T&A Status Switch		
7		Daylight Saving		
8		Work Code		
9		Short Message		
10		Employee Self-Service Record Inquiry		
11		USB Device & Host		
12		TCP/IP		
13		Power Over USB or DC 5V		
14		Optional Card		
15		Infrared Auto Wakeup Sensor		
16		Backlight Keypad		
17		Door Open Sensor		
18		Direct Lock Control		
19		Scheduled Bell		
20		Doorbell & Relay Out		
21		Tamper Alarm		
22		Optional RFID Card		
23	Network Cabling	CAT6 and RJ45		
24	ID Card	reader		
25	RFID	key card		

ITEM	DESCRIPTION	UNIT	UNIT Price	AMOUNT (Kshs)
1.	Time and Attendance Access Control Biometric multi-media time & attendance and access control system			
2.	Backup: 12V-Mini UPS Input: DC12V~2A Output: DC7~12V/0.8A Charge time: ≥5.0 H			

	Discharge time: 3.0±0.5 H			
3.	Time and Attendance software			
4.	Networking Network cable			
5.	HP Proliant DL380p Gen8 Server full populated with antivirus software	1		
6.	Labor, installation, testing, training & commissioning charges	Bidders are supposed to meet their own networking requirements in terms of accessories, provision for Civil works and other requirements. (Variation charges shall not be allowed)	Lot	To cater for All buildings.

SECTION VI TECHNICAL SPECIFICATIONS OF CLOCKING SYSTEM

THE BIOMETRIC

Objective

To enhance punctuality and work attendance for the University employees and students to ensure their Reliability.

Time and Attendance Access Control Biometric multi-media time & attendance and access control system.

Features:

1. Biometric, RFID card and password for access control
2. Integrated time & attendance
3. 3.5" TFT Screen for multi-media capabilities with built-in camera and Photo ID support.
4. Scratchproof optical sensor.
5. Internal 12V lithium ion battery to protect from data loss.
6. Storage capacity of up to 10,000 users with upgrade capabilities to 50,000 users.
7. Communication protocols: RS232, RS485, TCP/IP, USB, Wi-Fi(Optional),

- GPRS(Optional)
8. Support for Integrated web server for both local and remote access.
 9. Enrollment and verification of ≤ 25 with False Accept Rate (FAR) of $\leq 0.0001\%$ and False Reject Rate (FRR) $\leq 0.01\%$.
 10. Audio visual indications for acceptance and rejection of valid/invalid fingers
 11. Transaction storage of up to 100,000 with expandable memory.

Time and Attendance software

1. Support for at least 2 administrator users and more than 450 users
2. Tracking employee and student attendance, earliness and lateness
3. Tracking employee transfers from one department to another
4. Comprehensive reporting
5. Support for device polling
6. Supports Biometric, RFID card and/or password for access control
7. Ability to perform database optimization, database backup and restore

Desktop Computer Specifications

1. Hard disk Capacity-1 TB
2. C.P.U–Core i7 3.2 GHZ
3. R.A.M capacity-Minimum 16 GB expandable to 32 GB
4. Operating System-windows server 2012
5. Monitor –TFT 21” ,
6. Peripherals: Keyboard, Mouse
7. Communication protocols: RS232, RS485, TCP/IP, USB, Wi-Fi(Optional), GPRS(Optional)
8. 1 (one) Kaspersky endpoint security licence.

SECTION VI: STANDARD FORMS

Notes on the sample Forms

1. Form of Tender - The Form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form -When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the MUST.
4. Contract Form -The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.

5. Performance Security Form -The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the MUST.

6. Manufacturers Authorization Form -When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8.1 FORM OF TENDER

Date
Tender No.

To:
VICE CHANCELLOR
MERU UNIVERSITY OF SCIENCE AND TECHNOLOGY
P.o. Box 972-60200
MERU

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.

Issued by Meru University of Science and Technology

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 the MUST.

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 the 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

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) Which ever 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

Plot No. Street/Road

Postal Address Tel. No.Fax Email

Nature of business

..... Registration

Certificate No.

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

Name of your bankers Branch

Part 2(a) – Sole Proprietor:

Your name in full Age

Nationality Country of origin
 Citizenship
 details.....

Party 2(b) – Partnership
 Give details of partners as follows

	Name	Nationality	Citizenship Details	Shares
1.
	...			
2.
	...			
3.
4.
5.
			

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	Nationality	Gender	Citizenship Details	Shares
1.
	...				
2.
	...				
3.
4.
5.
				

Date..... Signature of Tenderer

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

8.3 TENDER SECURITY FORM

Whereas [*Name of the tenderer*]
 (here in after called “the tenderer”) has submitted its tender dated [*date of submission of tender*] for the supply, installation and commissioning of [*name and/or description of the equipment*]
 (hereinafter called “the Tender”) KNOW
 ALL PEOPLE by these presents that WE of
 having our registered office at
 (hereinafter called “the Bank”), are bound unto The Retirement Benefits Authority (hereinafter called “the MUST”) in the sum of for which payment well and truly to be made to the said MUST, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this day of _____ 20 _____

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the MUST during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the MUST up to the above amount upon receipt of its first written demand, without the MUST having to substantiate its demand, provided that in its demand the MUST will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

 [*signature of the bank*]
 (*Amend accordingly if provided by Insurance Company*)

4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between The Retirement Benefits Authority of Kenya (hereinafter called “the MUST) of the one part and [*name of tenderer*] of [*city and country of tenderer*] (hereinafter called “the tenderer”) of the other part;

WHEREAS the MUST 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*] (here in after called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

Issued by Meru University of Science and Technology

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:

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 MUST's Notification of Award

In consideration of the payments to be made by the MUST to the tenderer as hereinafter mentioned, the tender hereby covenants with the MUST to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract

3. The MUST 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 MUST)

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

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

To
VICE CHANCELLOR
MERU UNIVERSITY OF SCIENCE AND TECHNOLOGY
P.O Box 972-60200
MERU

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]

6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

VICE CHANCELLOR

MERU UNIVERSITY OF SCIENCE AND TECHNOLOGY

[name of tender]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, [name and address of tenderer](hereinafter called "the tenderer") shall deposit with the MUST a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [amount of guarantee in figures and words].

We, the [bank or financial institutions], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the MUST on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding [amount of guarantee in figures and words]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the MUST and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors



[name of bank or financial institution] [address]

[date]

7 MANUFACTURER'S AUTHORIZATION FORM

VICE CHANCELLOR
MERU UNIVERSITY OF SCIENCE AND TECHNOLOGY
P.O Box 972-60200
MERU

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 should be on the letterhead of the Manufacturer and should be signed by a person competent.

7 LETTER OF NOTIFICATION OF AWARD

To:

RE: Tender No. _____

Tender Name _____

This is to notify you 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 VICE CHANCELLOR

TENDER-SECURING DECLARATION FORM

(To be filled only by Disadvantaged groups; women, youth and Persons with disability)

ATTACH AGPO CERTIFICATE COPY

(The Bidder shall complete this Form in accordance with the instructions indicated)

Date of Bid submission:.....

Tender No:.....

To:.....(Employer).

We, the undersigned, declare that:

1. We understand that according to your conditions, bids must be supported by a Bid – Securing Declaration.

2. We accept that we will be suspended from being eligible for bidding in any contract with the Employer for the period of time of starting on, if we are in breach of our obligation(s) under the bid conditions, because we;- \

a. Have withdrawn our Bid during the period of bid validity specified in the Bidding data sheet

; or

b. Having been notified of the acceptance of our Bid by the Employer during the period of bid validity;

I. Fail or refuse to execute the contract, if required, or

II. Fail or refuse to furnish the performance security, in accordance with the ITT.

3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of

I. Our receipt of a copy of your notification of the name of the successful Bidder; or

II. Twenty-eight days after the expiration of the Tender.

4. We understand that if we are a joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid and if the joint venture has not been legally constituted at the time of bidding, the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....in the capacity of.....

Name:.....(complete name of person signing this form)

Duly authorized to sign the bid for and on behalf

of:.....(Complete name of Bidder)

Dated onday of.....



