



TENDER DOCUMENT

FOR

**PROVISION OF DIGITIZATION SERVICES, WORKFLOW
MANAGEMENT AND EDMS INTEGRATION WITH
NAVISION ERP AND DIGITAL SIGNATURE**

TENDER NO. MUST/ONT/EDMS/01/2020-2021

CLOSING/OPENING DATE:

WEDNESDAY, 19TH AUGUST 2020

AT 10:00AM

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SECTION I - INVITATION FOR TENDERS

Date: Tuesday, 4th August 2020

TENDER REF. NO. MUST/ONT/EDMS/01/2020-2021
TENDER NAME: PROVISION OF DIGITIZATION SERVICES, WORKFLOW
MANAGEMENT AND EDMS INTEGRATION WITH
NAVISION ERP AND DIGITAL SIGNATURE

- 1.1 Meru University of Science and Technology (MUST) invites sealed tenders from eligible bidders for **provision of digitization services, workflow management and EDMS integration with Navision ERP and digital signature.**
- 1.2 Interested eligible bidders may obtain further information from and inspect the tender documents at **Procurement Office, Meru University of Science and Technology, Main Campus** located along **Meru – Maua Road, 15km from Meru Town** during official working hours between **8.00am and 5.00pm** Monday to Friday.
- 1.3 The tender documents may be downloaded free of charge from Meru University of Science and Technology website www.must.ac.ke or <https://tenders.go.ke>. Bidders who pick the tender documents from the Procurement Office are required to pay a non-refundable fee of **Kshs. 1,000** (Kenya Shillings One Thousand only) in cash at Meru University of Science and Technology Cash Office. Bidders who have paid are required to obtain an official receipt from the cash office at Meru University of Science and Technology. Tenderers who download the Tender document should send an email giving the details of their firm, contact person, telephone numbers and email addresses to procurement@must.ac.ke in order to access any clarifications or addendum issued.
- 1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for **one hundred and twenty (120) days** from the closing date of the tender.
- 1.5 Completed tender documents (**Original and Copy**) are to be enclosed in plain sealed envelopes, marked with the **tender number** and **name** and be deposited in the Tender Box located at the reception of Administration Block 2 or be addressed to:
**The Vice Chancellor,
Meru University of Science and Technology,
P.O. Box 972-60200,
Meru.**
so as to be received on or before **Wednesday, 19th August 2020 at 10.00 am.**
- 1.6 Bidders who send their tender documents via postal or courier services should ensure that the tender documents are received at the reception of Administration Block 2 on or before **Wednesday, 19th August 2020 at 10.00 am.**
- 1.7 Tenders will be opened immediately thereafter in the presence of the bidders' representatives who choose to attend at the University Multipurpose Hall (MPH). Only one representative per bidder will be allowed during tender opening.
- 1.8 Late Tender Documents shall be rejected and returned unopened.

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

2.1.2 Meru University of Science and Technology employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 166 of the Act.

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 Meru University of Science and Technology to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Meru University of Science and Technology, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process.

2.2.2 The price to be charged for the tender document shall be **Kshs.1, 000**.

2.2.3 Meru University of Science and Technology shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of the instructions to tenderers.

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements

- (v) Form of Tender
- (vi) Price Schedules
- (vii) Contract Form
- (viii) Confidential Business Questionnaire Form
- (ix) Tender security Form
- (x) Performance security Form
- (xi) Insurance Company's Authorization Form
- (xii) Declaration Form
- (xiii) Request for Review Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification 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.

2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify Meru University of Science and Technology by post, fax or by email at Meru University of Science and Technology's address indicated in the Invitation for tenders. Meru University of Science and Technology 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 the tenders, prescribed by Meru University of Science and Technology. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 Meru University of Science and Technology 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.

2.4.3 Preference where allowed in the evaluation of tenders shall not exceed 15%.

2.5 Amendment of Tender Documents

2.5.1 At any time prior to the deadline for submission of tenders, Meru University of Science and Technology, 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 issuing and addendum.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, Meru University of Science and Technology, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tenders

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and Meru University of Science and Technology, shall be written in English language. 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.

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) Documentary evidence established in accordance with paragraph 2.1.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with paragraph 2.12 (if applicable) (d) Declaration Form.

2.8 Form of Tender

2.8.1 The tenderer shall complete the **Tender Form and the Price Schedule** furnished in the tender documents, indicating the services to be provided.

2.9 Tender Prices

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

2.9.2 Prices indicated on the **Price Schedule** shall be the cost of the goods quoted including all customs duties and VAT and other taxes payable.

2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to Meru University of Science and Technology's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.

2.12.2 The tender security shall not exceed 2 per cent of the tender price.

2.12.3 The tender security is required to protect Meru University of Science and Technology against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form

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

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.4 shall be rejected by Meru University of Science and Technology as non-responsive, pursuant to paragraph 2.20.5

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

2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30

2.12.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity.
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) to furnish performance security in accordance with paragraph 2.30.
- (c) If the tenderer rejects correction of an arithmetic error in the tender.

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for **120 days** after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by Meru University of Science and Technology as non-responsive.

2.13.2 In exceptional circumstances, Meru University of Science and Technology may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

2.14.1 The tenderer shall prepare an original and a copy 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.

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

2.14.3 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.

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "**ORIGINAL TENDER**" and "**COPY OF TENDER**". The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- (a) be addressed to Meru University of Science and Technology at the address given in the Invitation to Tender.

- (b) bear tender number and name in the invitation to tender and the words, **“DO NOT OPEN BEFORE *Wednesday, 19th August 2020 at 10.00 am*”**.

2.15.3 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”.

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, Meru University of Science and Technology will assume no responsibility for the tender’s misplacement or premature opening.

2.16. Deadline for Submission of Tenders

2.16.1 Tenders must be received by Meru University of Science and Technology at the address specified under paragraph 2.15.2 not later than ***Wednesday, 19th August 2020 at 10.00 am***.

2.16.2 Meru University of Science and Technology may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of Meru University of Science and Technology and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit the tender box shall be received by Meru University of Science and Technology as provided for in the appendix.

2.17. Modification and Withdrawal of Tenders

2.17.1 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 Meru University of Science and Technology prior to the deadline prescribed for submission of tenders.

2.17.2 The tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders

- 2.18.1 Meru University of Science and Technology will open all tenders in the presence of tenderers' representatives who choose to attend, on ***Wednesday, 19th August 2020 at 10.00 am.*** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as Meru University of Science and Technology, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 Meru University of Science and Technology will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders Meru University of Science and Technology 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.
- 2.19.2 Any effort by the tenderer to influence Meru University of Science and Technology's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 Meru University of Science and Technology will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 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 candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 Meru University of Science and Technology may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a

material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, Meru University of Science and Technology 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 the terms and conditions of the tender documents without material deviations. Meru University of Science and Technology's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by Meru University of Science and Technology and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

2.21.1 Where other currencies are used, Meru University of Science and Technology will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22. Evaluation and Comparison of Tenders

2.22.1 Meru University of Science and Technology will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 Meru University of Science and Technology's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) operational plan proposed in the tender;

(b) deviations in payment schedule from that specified in the Special Conditions of Contract

2.22.3 Pursuant to paragraph 2.22.2 the following evaluation methods will be applied.

(a) Operational Plan

(i) Meru University of Science and Technology requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than Meru University of Science and

Technology's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

- (i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. Meru University of Science and Technology may consider the alternative payment schedule offered by the selected tenderer.

2.22.4 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.23. Contacting Meru University of Science and Technology

2.23.1 Subject to paragraph 2.19 no tenderer shall contact Meru University of Science and Technology on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence Meru University of Science and Technology in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

2.24 Post-qualification

2.24.1 Meru University of Science and Technology will verify and 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.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as Meru University of Science and Technology deems necessary and appropriate.

2.24.3 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 Meru University of Science and Technology will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 Meru University of Science and Technology will award the contract to the successful tenderer 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. Due diligence shall be carried out to the successful bidder before award of contract.

2.25.2 To qualify for contract awards, the tenderer shall have the following: -

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement.
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

2.26. Meru University of Science and Technology's Right to accept or Reject any or all Tenders

2.26.1 Meru University of Science and Technology 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 Meru University of Science and Technology's action. If Meru University of Science and Technology determines that none of the tenders is responsive, Meru University of Science and Technology shall notify each tenderer who submitted a tender.

2.26.2 Meru University of Science and Technology 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.

2.26.3 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.

2.27 Notification of Award

- 2.27.1 Prior to the expiration of the period of tender validity, Meru University of Science and Technology will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and Meru University of Science and Technology pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 Meru University of Science and Technology will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.28 Signing of Contract

- 2.28.1 At the same time as Meru University of Science and Technology notifies the successful tenderer that its tender has been accepted, Meru University of Science and Technology will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to Meru University of Science and Technology.
- 2.28.3 The contract will be definitive upon its signature by the two parties.
- 2.28.4 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.

2.29 Performance Security

- 2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to Meru University of Science and Technology.
- 2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event Meru University of Science and Technology may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

2.30.1 Meru University of Science and Technology requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.30.2 Meru University of Science and Technology 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.

APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information for the provision of digitization services, workflow management and EDMS integration with Navision ERP and digital signature at Meru University of Science and Technology shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

INSTRUCTION TO TENDER REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.1	<i>Eligible tenderers: Firms registered in Kenya.</i>
2.12	<i>Tender security: KSHS. 100,000 VALID FOR 120 DAYS FROM THE DATE OF TENDER OPENING</i>
2.15.2 (b)	<i>Day, date and time of tender closing: WEDNESDAY, 19TH AUGUST 2020 AT 10.00 A.M.</i>
2.16.1	<i>Tender Language: ENGLISH</i>
2.16.3	<i>Bulky Tenders: SHALL BE RECEIVED IN THE PROCUREMENT OFFICE</i>
2.18.1	<i>Tender opening: THE TENDERS SHALL BE OPENED AT MERU UNIVERSITY OF SCIENCE AND TECHNOLOGY MULTIPURPOSE HALL (MPH).</i>
2.20.1	<i>No correction of errors. The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way.</i>

SECTION III - GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

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

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

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

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

3.4.2 The Contractor shall not, without Meru University of Science and Technology's prior written consent, make use of any document or information enumerated in paragraph 3.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 3.4.1 shall remain the property of Meru University of Science and Technology and shall be returned (all copies) to Meru University of Science and Technology on completion of the contract's or performance under the Contract if so required by Meru University of Science and Technology.

3.5. Patent Rights

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

3.6 Performance Security

3.6.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to Meru University of Science and Technology the performance security where applicable in the amount specified in SCC.

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

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to Meru University of Science and Technology and shall be in the form of:

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

3.6.4 The performance security will be discharged by Meru University of Science and Technology and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by Meru University of Science and Technology in the schedule of requirements and the special conditions of contract.

3.8. Payment

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

3.82. Payment shall be made promptly by Meru University of Science and Technology, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor.

3.9. Prices

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

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

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

3.9.4 Price variation requests shall be processed by Meru University of Science and Technology within 30 days of receiving the request.

3.10. Assignment

3.10.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with Meru University of Science and Technology's prior written consent.

3.11. Termination for Default

3.11.1 Meru University of Science and Technology may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:

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

3.11.2 In the event Meru University of Science and Technology terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered, and the Contractor shall be liable to Meru University of Science and Technology for any excess costs for such similar services. However, the contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

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

3.13. Termination for Convenience

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

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

3.14 Resolution of Disputes

3.14.1 Meru University of Science and Technology and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or disputes arising between them under or in connection with the contract.

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

3.15. Governing Language

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

3.16. Applicable Law

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

3.17 Force Majeure

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

3.18 Notices

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

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.2 Special Conditions of Contract as relates to the General Conditions of Contract

REFERENCE OF GENERAL CONDITIONS OF CONTRACT	SPECIAL CONDITION OF CONTRACT
2.14.2 Number of tender documents	One Original and One copy
3.6 Performance security	NIL
3.7 Delivery of Services	As specified in schedule of requirements
3.8 Payment	As shall be specified in the contract
3.9 Price adjustment	As shall be specified in the contract
3.16 Applicable law	Laws of Kenya
3.18 Notices	The Vice Chancellor Meru University of Science and Technology P.O. Box 972-60200 Meru

EVALUATION CRITERIA

Stage 1: Mandatory Documents

These are mandatory requirements and bidders are expected to **attach all the documents** in order to proceed to the next stage of evaluation. This stage shall be evaluated on a **YES/NO** basis. The non-responsive submissions will be eliminated from the entire preliminary evaluation process and will not be considered further.

S/No.	Particulars	YES/No
1.	Form of Tender (duly filled, signed and stamped by the tenderer)	
2.	Tender Security of Kshs. 100,000 valid for 120 days from the date of tender opening	
3.	Valid and up to date Tax Compliance Certificate (TCC) from KRA (Will be verified online through KRA's TCC Checker)	
4.	A copy of Current Trading License/Business Permit	
5.	Copy of certificate of registration/incorporation and/or change of name/other certified valid registration document	
6.	Confidential Business Questionnaire Form (duly filled, signed and stamped)	
7.	Tender document MUST be sequentially serialized (paginated) on every page. No loose documents shall be accepted.	
8.	Must provide certified audited accounts for the last three years (2016, 2017, 2018)	
9.	Attach valid copies of accreditation from ICTA	
10.	Attach documentary evidence of adherence to ISO 19005-1-Documents Management – Electronic document file format for long term Preservation Standard	
11.	Attach details of licensing mode options for server administration, per server and end user (also specify whether annual or one off)	
12.	Provide details of warranty for EDMS for at least 3 years following the commissioning	
13.	Provide manufacturer's Authorization or Dealership Agreement	
14.	The service provider must have provided EDMS solution of equal or higher scope to at least 3 institutions of similar nature (attach evidence for each institution)	
15.	Must fill, sign and stamp anti-corruption declaration form available in the tender document	
16.	Must fill, sign and stamp anti-fraudulent practice declaration form available in the tender document	

17.	Must fill, sign and stamp non-debarment declaration form available in the tender document	
18.	Provide a sample Service level Agreement (SLA) showing service guarantees, technical support response time	
19.	Must return two tender documents clearly labelled “ORIGINAL” and “COPY”	

NB: Bidders should note that all the above requirements are mandatory; failing to attach any will lead to automatic disqualification at this stage.

STAGE 2: TECHNICAL EVALUATION

This stage will be evaluated on a scoring basis as follows:

1.	TECHNICAL REQUIREMENTS	Maximum Score
a.	PHYSICAL FACILITIES Evidence of physical address - e.g. title deed/lease agreement/Utility bills - 5mks	5
b.	Staff Qualification and Experience (2 personnel) i) Bachelor’s Degree in ICT or related field (attach certified certificates) – Each personnel 2marks, Total 4Mks ii) 3 years and above professional experience in development, implementing, integrating and supporting EDMS (attach detailed CV) – Each personnel 3marks, Total 9Mks iii) EDMS Professional Certification (Attach certified certificate) – 7 marks	20
c.	Firm Experience i) Experience in EDMS Implementation, Training and Support. Provide at least 3 references within the last four years, with at least one of them a public institution. (Attach Recommendation Letter, Award Letter OR Contract) – Each Reference 3marks, Total 9Mks ii) Experience in EDMS integration with Dynamics NAV ERP. Provide at least 3 references within the last four years, with at least one of them a public institution (Attach Recommendation Letter, Award Letter OR Contract) – Each Reference 3marks, Total 9Mks	18
2	FINANCIAL CAPACITY	6

	i) Financial capability (Attach Certified financial audited accounts for the last 3 years(2016, 2017, 2018) – <i>Each year 2mks, Total 6 marks</i>	
3	ANNUAL TURNOVER	6
	Company’s Annual Turnover (Kshs) (as evidenced in the audited accounts) Over 5 million 3 – 5 million Below 3 million	6 marks 4 marks 2 marks
4	APPROACH, METHODOLOGY & WORKPLAN	40
	<p>i) Implementation Methodology and Work plan -The bidder should detail how they intend to perform the said project in order to meet the university’s standard of expectation. – <i>10marks</i></p> <p>ii) Testing Strategy The bidder should indicate the proposed - Test Plan - Test Types and - Test Tools proposed. <i>10 marks</i></p> <p>iii) Training The bidder should explain how they intend to achieve successful training of the users. The proposed training strategy needs to be explained including the intended trainees. – <i>10 marks</i></p> <p>iv) Support Methodology The bidder is expected to indicate their support methodology, escalation strategy and eventually reporting and tracking of issues. – <i>10 marks</i></p>	
5	ICTA ACCREDITATION	
	Attach valid copies of accreditation from ICTA <i>5 marks</i>	5
	Total Score	100

NOTE:

To qualify for the financial evaluation stage bidders are expected to score at least **75 marks** out of maximum possible **100 marks** at the technical evaluation stage.

STAGE 3: FINANCIAL EVALUATION

Only bidders who score 75% and above will be subjected to financial evaluation. Those who score below 75% will be eliminated at this stage from the entire evaluation process and will not be considered further.

FINANCIAL SCORE

Tenderers who score 75% and above under Technical Evaluation will be ranked and the lowest evaluated tenderer will be awarded the tender.

AWARD OF CONTRACT

The tender will be awarded to the successful tenderer whose tender has been determined to be substantially responsive, determined to be the lowest evaluated bidder/tenderer, and is qualified to perform the contract satisfactorily.

STAGE 4: POST QUALIFICATION

Meru University of Science and Technology shall carry out due diligence on the successful tenderer to seek information on the validity and authenticity of the documents submitted by the tenderer prior to tender award.

SECTION V - SCHEDULE OF REQUIREMENTS

BACKGROUND

Physical filing and searching for physical files is a tedious and time-consuming process that should not be part of today's business environment. The university is currently storing and handling thousands of students' and other stakeholders' documents manually, a process that is both time and space consuming. Files are received and recorded at the Registry where they are retrieved at a time of need. Tracking the manual files is a challenge since accuracy and maintaining time-lines for possession of files is not assured.

OBJECTIVES

MUST requires the services of an experienced service provider to customize, implement, test, train and support a reliable EDMS to digitize, index and store the organization's documents across all related departments and to provide comprehensive user training in the use of the Document Management System for all levels of staff and implement Workflows to electronically manage the movement and management of electronic files.

PROJECT SCOPE

The University is in the process of digitizing **ALL** current records in the system in line with international standards of records preservation and archival studying of the University's filing structures and the registry. The activities will include;

- Provide a project implementation plan.
- Installation, Customization and configuration of EDMS system.
- User testing of the EDMS that is fully compatible with the ERP system.
- Scanning of records, indexing and uploading in E-files in the EDMS
- System integration with Microsoft Navision ERP
- Workflow management
- Training and support of users on how to scan and archive in E-Files.
- The bidder will be on site during the transition period to support the users until point of comfortability.
- Configure digital signatures to enable softcopy signing of documents. (PDFs and other Formats)

Scanning and Indexing

The Bidder will be required to ensure that proper indexing of documents is accomplished with predetermined identification and categorization parameters. The guidelines should be provided in consultation with the University's registry department.

Quality Control

The bidder will be required to ensure quality of all scanned documents is of high standard (Image clarity) and metadata captured (accuracy of captured attributes). The bidder will be required to maintain the same sequence; receiving of documents,

scanning documentation, quality control and uploading to the server. Proper response on how the bidder will achieve this is required.

Compatibility

The scanned documents must be compatible with Dynamics NAV ERP system and database environment among other data filing structures.

Testing

The bidder needs to manage and execute testing on the test environment required for the University’s acceptance.

Training

The bidder needs to provide trainings and educational materials to the University’s system users and technical staff on both system administration and operations of the system.

The bidder will be expected to transfer knowledge to the selected staff members of the University on methodologies that shall be adopted going forward concerning document-handling procedures.

Document deliverables to include but not limited to:

- Project plan and design specifications.
- Test plan, test specifications and test reports.
- Training Guide, User Manuals (Administrative & end user)
- Problem log during overall project implementation.
- Project Management
- The bidder shall provide project management service including but not limited to:
 - ❖ Oversee the implementation of the whole project;
 - ❖ Ensure the deliverable is a turnkey solution;
 - ❖ Make sure the system is delivered on schedule;
 - ❖ Serve as a quality controller to inspect service delivered.
 - ❖ Testing and Acceptance

Technical Requirements

	Requirements	Compliance (Yes, No, Customization)	Response
System Infrastructure/Setup			
1.	The bidder shall prove the System operates on a Microsoft windows environment and can adopt to new platforms		
2.	The Software architecture should follow the thin client model. With this model, the Web		

	browser on the client side will be required to perform little, if any, data processing. The requirement is such that it MUST NOT be necessary to install anything on client Machines		
3.	The system must be capable to differentiate authentication from Authorization and fully integrate with an Active Directory.		
4.	The system must implement standard security and access management features by use of Access Control List.		
5.	The system must maintain an Audit Trail for all activities related to accessing and using the system.		
6.	The Proposed system should allow Administrators to create users for purposed of authorizing them Access to content and allocation of Access Control List.		
7.	The system must maintain an Audit Trail for all activities related to accessing and using the system.		
8.	The system shall Support all the special image enhancement functionality offered by the scanner through the driver interface.		
9.	The system MUST have a capture		

	mechanism that will be used to bring data into developed application through various ways, fax, scanner, email, sms etc.		
10.	The System shall have the ability to use listeners (Output and Input Mechanisms) to automatically pick up documents from other systems and archive them.		
11.	The proposed Document Management System shall have the ability or Functionality that defines, manages and executes workflows, send notifications based on predefined processes and allow for approvals and authorizations to be Made.		
12.	The Document Management System should provide for hosting of commonly used forms such as leave application, Loan Processing forms, Internal Memo forms, equipment requisition forms, etc. so that users can open, fill, sign and forward them for processing without printing them, either as a standalone objects or as a related data objects		
13.	The bidder must demonstrate the system enforces integrity with required user sign on, logs of all transactions		

	for both system and database.		
14.	The system will compresses images to fit the storage available, the system should be user friendly and accessible on the web browsers and also the system can easily be installed on client machines		
15.	The bidder must ensure that the System uses Relational database engine.		
Disaster recovery			
1.	The bidder's system will allow automated backups for both the index data and images		
Capturing			
1.	The documents captured should be possible to be classified whether clients documents, office documents etc.		
2.	Online documents, mailed or hand delivered should be possible to capture, whether single page or multiple pages. The system should link all pages of one document together.		
3.	The system should be able to store all documents in a repository so it can be accessed at a later time.		
4.	The system shall provide facility of Bulk scanning of documents and shall support Client-Server architecture for Scanning solution, so		

	that scanned documents can be temporarily archived before uploading to the central server. This should support upload of born digital images, digital and scanned images through automatic upload or Manual upload.		
Document Management and Security			
1.	The bidder's system should demonstrate the right individuals are authorized to access what they need to complete job-related tasks and restricted documents should only be accessible by those authorized to do so.		
2.	The system should take into account regulations, industry standards, and corporate policies concerning documents policies.		
	The system shall allow Locking of documents for editing and importing it back into the system through check-in/Check-out features.		
	The system shall support Integration with Mail server for direct Uploading of Emails for corresponding users and indexing on user defined parameters □ Save emailed document		

	<p>including attachments</p> <ul style="list-style-type: none"> □ Save recipient email Address □ Save send email address, date, time, etc. □ E-mail status – sent successfully or email send failed 		
Indexing			
1.	The system should support proper indexing of documents for easy retrieval.		
2.	The system should support auto indexing of documents on the scanning software.		
	The EDMS shall provide ease and flexibility of arranging documents in a folder by Sorting and viewing the documents in the folder on number of relevant parameters of the document such as Name, Date, Type, Size, Pages and Useful Information, etc		
Search and Retrieval			
1.	The bidders system should support quick retrieval of documents using wildcards and any other search parameters		
2.	The system should be well labelled with good menus to enable searching of a particular document or a folder		
	The EDMs shall support all commonly used file formats as MSOffice, Acrobat, TIF, JPEG, GIF,		

	BMP and scanned documents		
Image Viewer	The Document management system shall support for viewing documents in the native application.		
	The system shall provide facility of putting text, graphic and image annotations on document pages		
	The system shall support automatic stamping of annotations with user name, date and time of putting annotations.		
	The system shall provide facility for securing annotations for selective users.		
	The system shall provide facility for users to enter the remarks / comments / message and an Access Control List to secure notes and annotations on the documents as per the requirements. The secured notes shall only be visible to users that have been provided the rights to view the secured notes.		
	The DMS shall facilitate zoom-in/zoom-out, zoom percentage and Zoom lens to zoom in on a part of image and other image operations like Invert, rotate etc		

Business Process Management			
1.	The system should support proper workflow and email notifications during the approvals and rejections.		
Records Management			
1.	The system should have records management module that offer the ability to automate retention of documents and disposition schedules.		
Systems Integration			
1.	The System should seamlessly integrate with the ERP system		
2.	The system should integrate with the Active directory to provide a single login with the same user name and password as per the ERP users.		

DELIVERABLES

At the end of the project, these deliverables are expected to be met before the final signoff of the project.

1. Functional Requirements Document
2. System Testing and Signoffs
3. User Training and Manuals
4. Go-Live Signoffs

Warranty, Support and Maintenance

The bidder will offer a one-year support for both onsite and remote system support. The expected includes but not limited to:

- a) on-site remedial maintenance and support services
- b) Unlimited telephone assistance for problem solving including both hardware(scanner) and Software related problems;
- c) The bidder shall provide a primary and a secondary call number for direct support.

PRICE SCHEDULE

**PROVISION OF DIGITIZATION SERVICES, WORKFLOW MANAGEMENT AND
EDMS INTEGRATION WITH NAVISION ERP AND DIGITAL SIGNATURE**

Amount in words (AS STATED IN THE FORM OF TENDER): Kenya shillings:

Name _____

Signature _____

Date _____

Company Seal / Business Stamp

NOTE:

In case of discrepancy between total price and the price stated on form of tender, the price on form of tender shall prevail.

Bidders are required to submit details of at least three (3No.) clients/organizations where they have undertaken services of similar nature in the format given below. This is so that references may be obtained.

SNo.	CONTRACT INFORMATION	
1.	Company Name	
	Name of Contact person	
	Designation	
	Telephone/Mobile Number	
	E-mail address	
	Name of contract	
	Contract Amount (Kshs)	
2.	Company Name	
	Name of Contact person	
	Designation	
	Telephone/Mobile Number	
	E-mail address	
	Name of contract	
	Contract Amount (Kshs)	
3.	Company Name	
	Name of Contact person	
	Designation	
	Telephone/Mobile Number	
	E-mail address	
	Name of contract	
	Contract Amount (Kshs)	

Name _____

Signature _____

Date _____

Company Seal / Business Stamp

SECTION VI - STANDARD FORMS

Notes on the standard 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. **Price Schedule Form** -The price schedule form must similarly be completed and submitted with the tender.
3. **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.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** -When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to Meru University of Science and Technology.
6. **Performance security Form** -The performance security form should not be completed by the tenderer 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 Meru University of Science and Technology.

FORM OF TENDER

TO: The Vice-Chancellor,

Date _____

Meru University of
Science and Technology
P.O Box 972-60200
MERU

Tender No: MUST/ONT/EDMS/01/2020-2021

Gentlemen and/or Ladies

1. Having examined the tender documents including Addenda No (Insert number). The receipt of which is hereby duly acknowledged, we the undersigned, offer to provide digitization services, workflow management and EDMS integration with Navision ERP and digital signature at Meru University of Science and Technology in conformity with the tender documents at a tender sum _____ of _____ Kshs.
.....
.....
.....

(Total tender amount in words and figures, Quotation to include all charges and taxes and be in Kenya shillings)

Or such other sum as may be ascertained with the schedule of prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide digitization services, workflow management and EDMS integration with Navision ERP and digital signature at Meru University of Science and Technology in accordance with the delivery schedule specified in the schedule of requirements.
3. We agree to abide by this Tender for a period of 120 days from the date fixed for tender opening as per the instructions to bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Until a formal Contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. 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 and on behalf of _____

FIRM'S AUTHORIZATION

TO: Meru University of Science and Technology of Science and Technology

WHEREAS _____

(Name of the firm)

Who are established and reputable firm of _____

(Name and/or description of the service)

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 services.

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

(Signature for and of behalf of the firm)

ANTI-CORRUPTION DECLARATION

We (*insert the name of the company*) _____ declares and guarantees that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply—

- a) The person shall be disqualified from entering into a contract for the procurement; or
- b) If a contract has already been entered into with the person, the contract shall be voidable at the option of EACC.
- c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy That EACC may have.

Name _____

Signature _____

Date _____

Company Seal / Business Stamp

ANTI-FRAUDULENT PRACTICE DECLARATION

We (insert the name of the company)

_____ declares and guarantees that no person in our organization has or will be involved in a fraudulent practice in any procurement proceeding.

Name _____

Signature _____

Date _____

Company Seal / Business Stamp

NON - DEBARMENT DECLARATION

We (insert the name of the company)

_____ declares and guarantees that no director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

Name _____

Signature _____

Date _____

Company Seal / Business Stamp

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) 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..... Plot No..... Street/Road Postal Address Tel No/Mobile.E mail Nature of Business..... Registration Certificate No.VAT Reg. No Maximum value of business which you can handle at any one time – Kshs. Name of your bankers BranchBank Account																																			
Part 2 (a) – Sole Proprietor																																			
Your name in full Age Nationality Country of origin No. of employees ID/Passport No.....• Citizenship details																																			
Part 2 (b) Partnership																																			
Given details of partners as follows: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 25%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 10%;">Shares%</th> <th style="width: 20%;">ID/Passport No.</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>							Name	Nationality	Citizenship Details	Shares%	ID/Passport No.	1.	2.	3.	4.
	Name	Nationality	Citizenship Details	Shares%	ID/Passport No.																														
1.																														
2.																														
3.																														
4.																														
Part 2 (c) – Registered Company																																			
Private or Public State the nominal and issued capital of company- Nominal Kshs. Issued Kshs. Give details of all directors as follows; <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 25%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 10%;">Shares%</th> <th style="width: 20%;">ID/Passport No.</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>							Name	Nationality	Citizenship Details	Shares%	ID/Passport No.	1.	2.	3.	4.
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1.																														
2.																														
3.																														
4.																														
ate Signature of Candidate																																			
If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration																																			

CONTRACT FORM

THIS AGREEMENT made on the __day of __20__ between Meru University of Science and Technology of P.O Box 972-60200, Meru (hereinafter called “procuring entity”) of the one part and

_____ (Name of tenderer) of

_____ (City and country of tenderer)

(Hereinafter called “the tenderer”) of the other part.

WHEREAS the University invited tenders for provision of digitization services, workflow management and EDMS integration with Navision ERP and digital signature at Meru University of Science and Technology and has accepted a tender by the tenderer for the above in the sum of

(Contract price in words and figures) hereinafter called “the contract price”

NOW THIS AGREEMENT WITNESS AS FOLLOWS

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

IN WITNESS whereof the parties here to have caused this Agreement to be executed in accordance with their respective laws on the day and year written

Signed sealed, delivered by _____ the _____ (for the university)

Signed sealed, delivered by _____ the _____ (for the tenderer)

In the presence of _____

TENDER SECURITY FORM

Whereas [*name of Bidder*] (hereinafter called <the tenderer> has submitted its bid dated [*date of submission of bid*] for the provision of digitization services, workflow management and EDMS integration with Navision ERP and digital signature at Meru University of Science and Technology (hereinafter called <the tender>).

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of Meru University of Science and Technology*] (hereinafter called < Meru University of Science and Technology > in the sum of [*state the amount*] for which payment well and truly to be made to the said Meru University of Science and Technology, 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 Meru University of Science and Technology on the Form; or
2. If the tender, having been notified of the acceptance of its tender by Meru University of Science and Technology 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 tenders.

We undertake to pay to Meru University of Science and Technology up to the above amount upon receipt of its first written demand, without Meru University of Science and Technology having to substantiate its demand, provided that in its demand Meru University of Science and Technology will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s)

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 stated date.

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

LETTER OF NOTIFICATION OF AWARD

The Vice Chancellor
Meru University of Science and Technology
P.O. Box 972-60200
Meru

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

FORM FOR REVIEW

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20..... BETWEEN

.....APPLICANT (Review Board)

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity ofdated the...day of20.....in the matter of Tender No.....of20.... for(Tender description).

REQUEST FOR REVIEW

I/We....., the above named Applicant(s), of address: Physical address..... P. O. Box No..... Tel. No..... Email, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds, namely:

- 1.
- 2.

By this memorandum, the Applicant requests the Board for an order/orders that:

- 1.
- 2.

SIGNED..... (Applicant) Dated on..... day of/...20....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of 20.....

SIGNED

Board Secretary