



JARAMOGI OGINGA ODINGA UNIVERSITY OF SCIENCE AND TECHNOLOGY (JOUUST)

TENDER DOCUMENT

FOR

**SUPPLY AND DELIVERY, INSTALLATION, TESTING AND
COMMISSIONING OF ENGINEERING EQUIPMENTS.**

TENDER NO. JOUST/ONT/WB/004/2019-2020

CLOSING DATE: 15th JULY 2020 AT 10.00AM

OPENING DATE: 29TH JULY 2020 AT 10.00 AM

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INTRODUCTION

SECTION I - TENDER NOTICE

TENDER REF. NO.: JOOUST/ONT/WB/004/2019-2020

TENDER NAME: SUPPLY AND DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF ENGINEERING EQUIPMENTS.

Jaramogi Oginga Odinga University of Science and Technology, situated along Bondo Usenge road, in Bondo invites interested and eligible firms for the supply and delivery of under listed goods:

S/No	TENDER NO.	TENDER DESCRIPTION	CLOSING DATE	OPENING DATES
1.	JOOUST/ONT/WB/004/2019-2020	Supply and Delivery, Installation, Testing and Commissioning of Engineering Equipment	15 TH JULY 2020 at 10.00am	29 TH JULY 2020 at 10.00am

Soft copy of the tender document is available for free on the University website www.jooust.ac.ke and on the Public Procurement Information Portal www.tenders.go.ke.

Bidders who choose to download the tender documents from the University Website or Public Procurement Information Portal website should immediately email their name and contact details (cell phone number, e-mail and company name) to proc@jooust.ac.ke for further communication of any addendum thereafter.

Duly completed Tender Documents in plain sealed envelopes with Tender Reference No. and clearly marked with Tender Name and Number and bearing no identification of the bidder's details should be sent to:

**The Vice Chancellor,
Jaramogi Oginga Odinga University of Science and Technology,
P.O. Box 210-40601,
BONDO.**

So as to be received on or before 15th JULY 2020 at 10.00am

Opening will be on dates indicated above at a designated place which will allow for social distancing as guided by the Ministry of Health due to COVID-19 (at least 1.5m apart) in the presence of tenderers or their representatives who choose to attend. Late submissions will be rejected and returned unopened immediately at the tenderer's cost.

*The University reserves the right to reject any tender application in whole or part.
Canvassing will lead to automatic disqualification.*

VICE CHANCELLOR

SECTION II – INSTRUCTIONS TO TENDERERS

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SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers.

- 2.1.1. The procuring entity's employees, committee members, board members and their relatives (spouses and children) are not eligible to participate in the tender.
- 2.1.2. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity 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.
- 2.1.3. Tenderers involved in 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 the procuring entity, 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 procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenders;
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form
 - x) Tender security form
 - xi) Performance security form
 - xii) Declaration form
- 2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Documents

- 2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. 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 the procuring entity. 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 prospective tenderers who have received the tender documents.

- 2.4.2. The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

2.5 Amendment of documents

- 2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, 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 an 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, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

- 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 the Procuring entity, 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

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 8, 9 and 10 below;
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12;
- (d) Confidential business questionnaire.

2.8 Form of Tender

- 2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 **Tender Prices**

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services 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 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

2.10 **Tender Currencies**

- 2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to Instructions to Tenderers

2.11 **Tenderers Eligibility and Qualifications.**

- 2.11.1 Pursuant to Clause 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 its tender is accepted.
- 2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity'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 Invitation to tender.
- 2.12.2 The tender security shall be **2 per cent** of the tender price.
- 2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
 - a) A bank guarantee.
 - b) Cash.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit from a reputable bank.

- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.20.
- 2.12.5 Unsuccessful tenderer's 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 the procuring entity.
- 2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.
- 2.12.7 The tender security may be forfeited:
- (a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
 - (b) In the case of a successful tenderer, *if* the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 26; **or**
 - (ii) to furnish performance security in accordance with paragraph 27.
 - (c) If the tenderer rejects correction of an error in the tender document.

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.13.2 In exceptional circumstances, the Procuring entity 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 may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

- 2.14.1 The tenderer shall prepare one copy of the tender document, clearly labeled with tender name and number.
- 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 tender in an envelope, duly marking the envelope as indicated above.

The envelopes shall:

(a) be addressed to the Procuring entity 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 29th JULY 2020 at 10.00am** .

2.15.4 If the envelope is not sealed and marked as required by paragraph 2.15.1, the Procuring entity 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 the Procuring entity at the address specified under paragraph 2.15.1 no later than **15TH JULY 2020 at 10.00am**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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 tender is received by the procuring entity prior to the deadline prescribed for the 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 cable, 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 specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **29TH JULY 2020 at 10.00am** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the 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; the procuring entity 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 shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

- 2.20.2 The Procuring entity may waive any minor informality or nonconformity 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.
- 2.20.3 Prior to the detailed evaluation, pursuant to paragraph 22, the Procuring entity 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. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.4 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 **Conversion to a single currency**

- 2.21.1 Where other currencies are used, the procuring entity 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 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20.
- 2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.22.3 The Procuring entity'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 2.22.4 and in the technical specifications:

(a) Operational plan proposed in the tender;

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

- 2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

(a) ***Operational Plan.***

The Procuring entity requires that the supplies under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to

perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule.*

Tenderers shall state their tender price for the payment on a 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. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

2.22.6 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;

2.23. Contacting the procuring entity

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity 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 the procuring entity in its decisions on tender evaluation, tender comparison or contract award may result in the rejection of the tenderer's tender.

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, the Procuring entity 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.

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 2.1.2, as well as such other information as the Procuring entity 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 the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) **Award Criteria**

2.24.3 Subject to paragraph 2.24 the Procuring entity 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.

2.24.4 The procuring entity 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 procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.24.5 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.

2.25 **Notification of award**

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

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.27, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.26 **Signing of Contract**

2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.26.3 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.

2.27 Performance Security

- 2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, 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 the Procuring entity.
- 2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.27 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

- 2.28.1 The Procuring entity 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.
- 2.28.2 The procuring entity 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;
- 2.28.3 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

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 Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring Entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section.
- g) “SCC” means the special conditions of contract.
- h) “Day” means calendar day.

3.2 Application

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

3.3 Standards

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements.

3.5 Patent Right's

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

3.6 Performance Security

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

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

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

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

3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

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

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). 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 Procuring entity.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

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

3.9 Prices

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 by the tenderer in its tender or in the procuring entity'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 amendment signed by the parties.

3.10 Assignment

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

3.10 Termination for Default

The Procuring entity 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 provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity;
- b) if the tenderer fails to perform any other obligation(s) under the Contract;
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;
- d) in the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.12 Termination of insolvency

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

3.13 Termination for convenience

- 3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.14 Resolution of disputes

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

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

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 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

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 E-mail and confirmed in writing to the other party's address specified in the SCC.

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

Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the

provision 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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	<p>Particulars of eligible tenders;</p> <ol style="list-style-type: none"> 1. Must submit a copy of certificate of Registration/Incorporation. 2. Must provide CR12 for a limited company. 3. Must Submit a copy of a valid Tax Compliance certificate (Validity will be checked on the KRA TCC) 4. Must provide a current business permit 5. The Tender form must be dully filled, signed and stamped 6. The price schedule must be dully filled signed and stamped. 7. Must provide a bid bond of 2% of the total amount from a commercial bank or approved insurance company and should be valid for 120days from the date of opening. 8. Audited accounts for the year ended 2019, 2018, 2017. 9. Must dully fill, sign and stamp confidential business questionnaire 10. Must dully fill sign and stamp the anti-corruption declaration form. 11. Must serialize all pages in the document from the first to the last. 12. The University will not be held liable for any loss of document
2.14.1	<p>Tender Security. 2% of the total amount from a commercial bank or approved insurance company and should be valid for 120days from the date of opening.</p>
2.18.1	<p>Date of closing :15th JULY 2020 at 10.00am Date of opening of the tender: 29TH JULY 20202 at 10.00am</p>
2.29.1	<p>The contract shall be signed within 21 days from the date of notification of contract award (contract signing)</p>

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

The clauses in this section are intended to assist the procuring entity in providing contract specific information in relation to corresponding clauses in the general conditions of contract.

The provisions of section IV complement the general conditions of contract included in section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the procurement of goods required. In preparing section IV, the following aspects should be taken into consideration.

- a) Information that complements provisions of section III must be incorporated.
- b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific good required must also be incorporated.

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.12.1	Shall be done after terms and conditions of the order request are met.
3.18.1	As per Kenyan Laws

SCHEDULE OF REQUIREMENTS

1. HAND-HELD GPS

Physical & Performance:	
Unit dimensions, WxHxD:	2.7" x 6.2" x 1.2" (6.9 x 15.7 x 3.0 cm)
Display size, WxH:	1.6" x 2.2" (4.1 x 5.6 cm)
Display resolution, WxH:	120 x 160 pixels
Display type:	4 level gray LCD
Weight:	7.7 oz (218 g) with batteries
Battery:	2 AA batteries (not included)
Battery life:	18 hours
Waterproof:	yes (IPX7)
Floats:	yes
High-sensitivity receiver:	yes
Interface:	serial and USB

2. SEMI-AUTOMATIC CBR TEST APPARATUS

Accessories:

- Dial gauge 0.01 mm x 25 mm
- High sensitivity Proving Ring 5000kg capacity with calibration chart and carrying case

Specifications:

- Mechanical screw loading jack, 10,000 kg. capacity with U-bracket and swivel head
- Penetration piston, 50 mm dia. threaded at the upper end
- Extension rods consisting of 2 lengths 5 cm, 2 lengths 10 cm, 1 length 30 cm, 1 length 50 cm and 1 length 100 cm, used as spacers between the proving ring and penetration piston.
- The lengths are machined from steel tubing
- Connector set, has eight connectors for coupling the penetration piston and proving ring assembly either directly or through extension pieces

- Dial gauge support of seamless pipe construction
- It stands 30 cm high and 45 cm wide at the base
- Provided with a quick release screw type clamp capable of sliding and locking anywhere along 2 meter length of the bridge
- Supplied with annular metal weight 5 kg., 250 mm dia with 53 mm dia central hole, Slotted metal weight 5 kg., 215 mm to 250 mm dia with 53 mm dia slot, 2 Nos. Slotted metal weights, 10 kg, 215 mm to 250 mm dia with 53 dia slot 2 Nos

3. CONCRETE REBOUND HAMMER — ORIGINAL SCHMIDT OS8000 Instrument Firmware

Automatic calculation of rebound value according to international standards

Display

Any compatible Apple® iOS device

Any supported Android™ device

Memory

Instrument memory > 20'000 impacts, Display memory - Memory of iOS or Android device

Connections

Low energy Bluetooth, USB for charging and updates

Measurements

- Impact angle independent
- Displays the series on-screen as you work
- Series validity checked automatically
- Review an entire series
- Delete impacts
- Test region reporting
- Select units, form factor and correlation curves
- Create your own custom curves
- Create custom curves databases for your own mixes

Report Generation

Single, multiple series, test region (uniformity, EN13791)

Languages

English

Battery

Standard AAA, alkaline or rechargeable

Battery Lifetime

> 20,000 impacts between charges

Operating Temperature

0° to 50°C

4. HM-925 THICKNESS GAUGE (FLAKINESS INDEX)

- Stainless Steel Flakiness Index Gauges.
- Heavy-gauge stainless steel with precision laser-cut openings and etched size markings for each slot.
- Meets BS-812 specifications and features seven slots for rapid hand trying of particles from each of the seven sieve fractions from 2.5 to 0.25in (63 to 6.3mm).

5. LOS ANGELES ABRASION

MACHINE Main Features

- High stiffness welded steel frame
- High resolution graphical display 128x80 pixels and 6 keys membrane keyboard
- At least English language can be set.
- Double test procedure: it is possible to set the target revolutions / drops or the total working time
- The machine can be mounted inside a noise reduction and CE compliant safety cabinet with door opening switch.

General Description

- The test covers the procedure for testing coarse aggregates for resistance to abrasion.
- The machine consists of a rolled steel drum having an inside dia. of 711 mm and internal length 508 mm.

- The drum is rotated by a speed reducer driven by an electric motor at a speed of between 31 and 33 r.p.m.
- The machine is equipped with an automatic counter, which can be preset to the required number of revolutions of the drum or the total working time.
- The unit is supplied with abrasive charges.
- The machine is supplied without the safety cabinet.
- A steel tray is supplied with the machine for easy discharge of specimen and abrasive charges.
- Power: 740 W
- Dimensions approx.: 1005x820x950 mm
- Weight approx.: 350 kg

Accessories

Abrasive charges

- Set of 12 abrasive charges conforming to EN standards

Safety cabinets

- Noise reduction and CE compliant safety cabinet with door opening switch for Los Angeles machine.

6. WATER QUALITY TESTING KIT

A. Chlorine Meter

- LUCL – 2006 Standard
- Meet the EPA method 330.5 for waste water and standard method 4500-CI G for drinking water and the ISO 7027 standards.
- Portable
- Including 50ml of Total Chlorine

B. Conductivity / TDS / Salinity Meter Meter

- 850034K Standard
- Aqua shock Conductivity TDS Kit
- Portable

C. PH Meter

- 850046K Standard
- Aqua shock ORP Kit
- Portable

D. Turbidly Meter

- 860040K Standard
- Meet the EPA method 330.5 for waste water and the ISO 7027 standards.
- Portable

7. Wind Turbine Lab Scale Model.

The following will be for guidance for supply of the above.

Equipment: *For Overall efficiency characterization*

- Wind tunnel (test section dimensions approximately 16616 inches, capable range of velocities, Approximately 0–20 m/s) or better
- Metal vane anemometer (heavy duty)
- Digital tachometer with reflective tape
- Horizon Fuel Cell Technologies WindPitch wind Turbine
- Multimeter
- Resistor (3–5 W power rating) or better
- Not listed here are the materials needed to mount; the wind turbine and vane anemometer inside the Wind tunnel. *These should also be provided.*

Equipment for Electromechanical efficiency characterization

- Variable DC power supply
- DC electric motor
- Digital tachometer with reflective tape
- Generator from Horizon Fuel Cell Technologies
- WindPitch wind turbine (removed from device)
- Multimeter
- Resistor (3–5 W power rating)
- 4 beam clamp coupling (bore 363 mm)

8. Fourier transform infrared spectroscopy (FTIR)

- New type cube-corner Michelson interferometer features smaller size and more compact structure, providing higher stability and less sensitive to vibrations and thermal variations than conventional Michelson interferometer.
- Fully sealed damp and dust- proof interferometer, adopting high performance, long lifetime sealing material and desiccator, ensures higher adaptability to the environment and increases

accuracy and reliability in operation. Viewable window for silica gel enables easy observation and replacement.

- Isolated IR source and large space heat dissipation chamber design provides higher thermal stability. Stable interference is obtained without the need of dynamic adjustment.
- High intensity IR source adopts a reflex sphere to obtain even and stable IR radiation.
- Super wide sample compartment provides more flexibility to accommodate various accessories.
- The application of programmable gain amplifier, high accuracy A/D converter and embedded computer improves the accuracy and reliability of the whole system.
- The spectrometer connects to PC via a USB port for automatic control and data communication, fully realizing plug-and-play operation.
- Compatible PC control with user friendly, rich function software enables easy, convenient and flexible operation. Spectrum collect, spectrum conversion, spectrum processing, spectrum analyzing, and spectrum output function etc. can be performed.
- Various special IR libraries are available for routine search. Users can also add and maintain the libraries or set up new libraries by themselves.
- Accessories such as Defused/Specular Reflection, ATR, Liquid cell, Gas cell, and IR microscope etc can be mounted in the sample compartment.

SPECIFICATIONS:

- Spectral Range: 7800 to 350 cm^{-1}
- Resolution: better than 0.85cm^{-1} (FTIR-510A)
- Better than 0.5cm^{-1} (FTIR-520A)
- Wavenumber Precision: $\pm 0.01\text{cm}^{-1}$
- Scanning Speed:5-step adjustable for different applications
- Signal to noise ratio:better than 15,000:1 (RMS value, at 2100cm^{-1} , resolution: 4cm^{-1} , detector: DTGS, 1 minute data collection)
- Beam splitter: Ge coated KBr
- Infrared Source: Air-cooled, high efficiency Reflex Sphere module
- Detector: DTGS
- Data system: Compatible computer
- Software:FT-
IR software contains all routines needed for basic spectrometer operations, including library search, quantitation and spectrum export
- IR Library11 IR libraries included

- Dimensions: 54x52x26cm
- Weight: 28kg

ACCESSORIES

Diffuse/Specular Reflectance Accessory

It is a versatile diffuse reflectance and specular reflectance accessory. Diffuse reflection mode is used for transparent and powder sample analysis. Specular reflection mode is for measuring smooth reflective surface and coating surface.

- High light throughput
- Easy operation, no internal adjustment needed
- Optical aberration compensation
- Small light spot, able to measure micro samples
- Variable angle of incidence
- Fast change of powder cup

Horizontal ATR /Variable Angle ATR (30°~ 60°)

Horizontal ATR is suitable for the analysis of rubber, viscous liquid, large surface sample and pliable solids etc. Variable angle ATR is used for measurement of films, painting (coating) layers and gels etc.

- Easy installation and operation
- High light throughput
- Variable depth of IR penetration

IR Microscope

- Micro samples analysis, minimum sample size: 100µm (DTGS detector) and 20µm (MCT detector)
- Non-destructive sample analysis
- Translucent sample analysis
- Two measurement methods: transmission and reflection
- Easy sample preparation

Single Reflection ATR

It provides high throughput when measuring materials with high absorption, such as polymer, rubber, lacquer, fiber etc.

- High throughput
- Easy operation and high analytical efficiency
- ZnSe, Diamond, AMTIR, Ge and Si crystal plate can be selected according to application.

Accessory for Determination of Hydroxyl in IR Quartz

- Fast, convenient and accurate measurement of Hydroxyl content in IR quartz
- Direct measurement to IR quartz tube, no need to cut samples

- Accuracy: $\leq 1 \times 10^{-6}$ (≤ 1 ppm)

Accessory for Oxygen and Carbon in Silicon Crystal Determination

- Special silicon plate holder
- Automatic, fast and accurate measurement of oxygen and carbon in silicon crystal
- Lower detection limit: $1.0 \times 10^{16} \text{ cm}^{-3}$ (at room temperature)
- Silicon plate thickness: 0.4~4.0 mm

SiO₂ Powder Dust Monitoring Accessory

- Special SiO₂ powder dust monitoring software
- Fast and accurate measurement of SiO₂ powder dust

Component Testing Accessory

- Fast and accurate measurement of the response of such components as MCT, InSb and PbS etc.
- Curve, peak wavelength, stop wavelength and D* etc can be presented.

Optic Fiber testing Accessory

- Easy and accurate measurement of the loss rate of IR optic fiber, overcoming the difficulties for fiber testing, since they are very thin, with very small light-passing holes and uneasy to fix.

Jewelry Inspection Accessory

- Accurate identification of jewelries.

Universal Accessories

- Fixed liquid cells and demountable liquid cells
- Gas cells with different pathlength

9. Model solar training unit

Technical parameter

1. Dimension: About 1700 mm x 700 mm x 1500 mm
2. Power supply: Single phase AC220V, power < 500 VA
3. Weight: about 300kg

Product description

Desktop modular structure, device consists of wind driven generator, solar battery panel, solar controller, storage battery, stand-alone inverter, DC load, AC load , AC and DC voltmeter, man-made light source, etc. The resources of the whole training device are completely open to users which is benefit for users' second time development, the controller has many kinds protection, includes storage reversed connection, storage under voltage and overvoltage protection, solar battery module short circuit protection, with automatic recovery output over current protection function, output short circuit protection function.

Product composition

Wind driven generator: Motor output voltage: 24V
Blower: 2.2kw, AC220V/50Hz
Battery group

Solar panel module: Power: 30W, size 550mm×505mm×30mm,
 Simulated light source: Power: 100w, 220VAC
 Work bench
 Inverter

Training courses

1. The principle of wind power generator
2. Energy conversion experiment of solar photovoltaic panels
3. The influence of environment on PV transformation
4. The influence of environment on wind power generator
5. Direct load characteristic test of solar cell photovoltaic system
6. Working principle experiment and protection measures of solar controller
7. Experiment on overcharging protection of solar cells
8. Experiment on battery discharge protection of solar controller
9. Operation principle experiment and protection measures of off net Inverters
10. The application of AC load and DC load
11. Single chip computer programming experiment
12. The use of SCM download software
13. The application of IR2110 driver chip

10. Gas Analyzer –Product description

TGI-3100 online gas analyzer based on GC analysis platform which can be used to detected one or more components such as THC,Methane, NMHC, BTEX ,C6H5Cl , Acrolein, ,CH3OH, C2H3Cl, C3H3N, Sulfide etc.The sample gas get into the 3100 online gas chromatograph (FID/FPD) ,get separated by the column and finally detected by FID/FPD detector to measure the concentration.

Specification:

Project	NMHC	Benzene	VSCs
Target	THC、Methane、NMHC	Benzene,toluene, xylene,ethylbenzene, Trimethylbenzene, styrene,cumene	Hydrogen sulfide, carbonyl sulfide, methyl mercaptan, methyl sulfide, ethyl mercaptan, dimethyldisulfide, carbon disulfide
Detector	FID	FID	FPD
Baseline Noise	≤8x10-14A	≤8x10-14A	≤1x10-13A
Base line Drift	≤2×10-13A/30min	≤2×10-13A/30min	≤2×10-13A/30min
Detection Limit	≤1x10-11g/s (by methane)	≤1x10-11g/s (by methane)	≤1x10-11g/s (by methane)
Display/Operation	LCD touch screen	LCD touch screen	LCD touch screen
Supply	220VAC,50/60HZ	220VAC,50/60HZ	220VAC,50/60HZ
Size(W*H*D)	483mm (W) x 258mm (H) x651mm (D)	483mm (W) x 258mm (H) x651mm (D)	483mm (W) x 258mm (H) x651mm (D)
Weight	30Kg	30Kg	30Kg
Communication Output	Modbus TCP ModbusRS232	Modbus TCP ModbusRS232 ModbusRS485	Modbus TCP ModbusRS232

	ModbusRS485		ModbusRS485
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11. Double Beam UV-VIS spectrophotometer

Specification:

Wavelength Range	190nm~1100nm		
Wavelength Accuracy	±0.3nm		
Wavelength Repeatability	≤0.1nm		
Bandwidth	1nm		2nm
Photometry Accuracy	±0.3%T(0~100%T) ±0.002A(0~0.5A) ±0.004A(0.5~1A)		
Photometry Repeatability	≤0.001A(0~0.5A) ≤0.002A(0.5~1A)		
Stray Light	≤0.03%T(220nm, NaI)		
Baseline Flatness	±0.0008A		±0.001A
Stability	≤0.0004A/h		
Noise	±0.0003A		
Photometry Range	-4A~4A		
Display System	320x240 LCD Display		
Power Source	110/220V 50/60Hz		
Instrument Dimension	650x450x220(mm)		
Weight	21kg		

12.SET OF GEOTECHNICAL INVESTIGATION EQUIPMENT CONSISTING OF THE FOLLOWING:

a) Drying and Heating Chambers with Natural Convection (1 Pc)

Main Features

- Temperature range: ambient temperature plus 5 °C to 300 °C
- Up to 30% lower energy consumption compared to conventional units on the market
- High temperature accuracy thanks to APT.line™ technology
- Natural convection
- Controller with LCD display
- Electromechanical control of the exhaust air flap
- 2 chrome-plated racks
- Stackable
- Class 2 integrated independent adjustable temperature safety device (DIN 12880) with visual alarm
- Ergonomic handle design
- USB port for recording data
- Interior volume 57L

- Voltage 230 V ~ 50/60 Hz

b) Cbr-Test Machine 50kn Capacity Bs and Astm Supplied With Stabilising Bar. (1 Pc)

CBR Load Frame

- Single speed machine (BS/EN and ASTM)
- Rapid platen adjustment
- Complete with stabilizing bar
- Compact, bench-mounting design
- Options for mechanical or electronic measurement
- Designed for performing laboratory CBR tests to BS 1377, EN13286-47 and ASTM D1883.
- This bench mounting machine comprises a twin column frame incorporating a motorized drive system.
- Rapid adjustment of the platen is provided, which enables daylight to be taken up quickly and also close control of application of a seating load.
- Dimensions (l x w x h) 550 x 400 x 1220 mm
- Max vertical clearance 800 mm
- Horizontal clearance 255 mm
- Platen diameter 133 mm
- Platen travel 105 mm
- Weight kg 80

Accessories

- 50kN Clamped Boss Load Ring
- 50kN S-type Load Cell
- ASTM CBR Mold Complete with Collar & Perforated Base
- Bracket and Adaptor. Dual Purpose Mounting Bracket for CBR Penetration Gauges
- BS CBR Mold Body
- BS Extension Collar
- BS Solid Base or Top Plate
- CBR Penetration Piston (Adjustable).
- CBR Penetration Transducer 50mm Travel Fitted with 5 Pin Din Plug.
- Clamped Boss Load Ring - 10.0 kN
- Clamped Boss Load Ring - 2.0 kN
- Clamped Boss Load Ring - 28.0 kN
- Penetration Dial Gauge BS
- Penetration Piston
- Penetration/Swell Dial Gauge ASTM.

c) Atterberg Limits Test Instruments (3 Pairs)

i) Disc Type Liquid Limit Device

Description

- The apparatus contains a brass pan, which is used to accommodate soil specimens, a base made from fine vulcanite, an impacting device, that is to say, a cam, which is used to set the distance between the pan and the base at 1 cm, a calculator and a groove handler.
- It is used to determine the liquid limit of the soil, to classify the soil, to provide soil consistency and plastic index needed in design and construction.

Specification

- Electric motor as power
- Falling frequency of the disc: 120hits/min. In fall frequency of the disc: 120 strikes/min
- Embedded a strike counter
- Complies with ASTM D4318 The Standard Method of Soil Liquid Limit test.

ii) Shrinkage Limit Set

Description

This test is performed to determine the maximum moisture content at which the soil stops shrinking when dried.

The set includes:

- Two shrinkage dishes, 45 mm diameter×12.7 mm high
- One crystallizing dish, 57 mm diameter×31 mm deep
- One shrinkage prong plate, manufactured from transparent acrylic and fitted with 3 metal prongs
- One evaporating dish
- One spatula
- One cylinder, 25 ml
- 7Supplied complete with a carrying case

iii) Plastic Limit Set

Description

This test is for determining the moisture content of a soil at the boundary between the plastic and semi-solid states.

The set including:

- One glass plastic limit plate, 300×300 mm

- One stainless steel rod, 3 mm diameter
- One mixing dish, 120 mm diameter
- One spatula
- Six moisture content tins, 75 mm diameter×30 mm high
- Supplied complete with a carrying case

d) Consolidation Test Apparatus (1 Pc)

Description

The consolidation test is the basic experiment to measure the settlement characteristics of a clay layer. The rate of consolidation is governed by a coupling between the hydraulic conductivity and the compressibility of the soil.

Features

- One dimensional consolidation equipment
- Consolidation behavior of cohesive soils
- Relationship between drainage path and consolidation time
- Relationship between pore pressure and surface settlement
- Difference between secondary compression and primary consolidation

Technical Specification

- Loading unit, maximum capacity 20 kg/cm sq. having a loading yoke connected to a lever arm with a counter balancing adjustment and having a lever ratio of 1:1, the whole assembly being mounted on a sturdy steel frame stand.
- The loading unit is so designed that it can be used for consolidation cells of different diameters as well as different dia floating ring type consolidation cells.
- Fixed ring type consolidometer (Oedometer) cell assembly for testing 60 mm dia x 20 mm thick specimen comprising Fixed ring for specimens 60 mm dia x 20 mm thick with guide ring.
- Top and Bottom Porous stones for 60 mm dia specimen
- Perforated Pressure pad, Channeled base with water inlet and Gasket
- Flanged Water Jacket, water reservoir with plastic tube and pinch cock
- Set of weights to give a pressure of 10 kg/cm.sq. on 60 mm dia specimen, comprising
- 7 Nos. 0.05 kg/sq.cm, 5 Nos. 0.1 kg/sq.cm., 6 Nos. 0.2 kg/sq.cm., 6 Nos. 0.5 kg/sq.cm., and 5 Nos. 1.0 kg/sq.cm.

Accessories

- Dial Gauge 0.002 mm x 10 mm. Extension piece, 40 mm long.
- Test forms pad of 50 for “Consolidation Test Plot” Test forms pad of 50 for one Dimensional Consolidation.

e) Specific Gravity of Soil by Pycnometer Method Instruments

Description

The Pycnometer method can be used for determination of the specific gravity of solid particles of both fine grained and coarse grained soils.

Pycnometer (5 Pcs)

i) Description

Useful to determine specific gravity of clays, sand and gravel of size smaller than 10 mm.

Specifications

Comprises a 1 kg glass jar with brass cone, locking ring and rubber seal.

Spare

Rubber seal.

ii) Digital Table Top Weighing Scale (3 Pcs)

- Capacity: Up to 20kg
- Display Type: Digital
- Power Source: Electric

f) Particle Size Analysis Instruments

Description

Particle size analysis is the standard laboratory procedure for the determination of the particle size distribution of a soil.

g) ASTM Soils Hydrometer 152H, Range – 5 to 60G/L (SG) (3 pairs)

- The ASTM Soils Hydrometer 152H, Range -5 to 60g/L (SG) has a seamless, symmetrical stem and bulb that does not vary in diameter.
- The one-piece ballast is secured to lower part of the body.

- Guaranteed calibration accuracy eliminates errors due to variable dilution. Uses ASTM 152 H scale, graduated to read in grams per liter (g/L) of suspension and has a range of -5 to +60g/L in 1g/L divisions at 68°F (20°C).
- Total length: 11" (280mm).
- Range -5 to 60g/L
- Application Clay, Silt, Fine Aggregates and other materials where absolute density has little variation among particle samples
- Division 1g/l at 20 °C
- Weight 0.5Kg

Meets Test Methods:

- AASHTO T88
- ASTM C 775
- ASTM D 422

Accessories

- Uniform set of sedimentation cylinders with internal depth of 340 ± 20 mm and capacity of 1 L
- 0.20, 2.00 and 4.75 mm sieves
- Interval timer
- End-over-end shaker, rotating at 15 rpm

h) Sieve Analysis Equipment

Description

Sieve analysis equipment is used to characterize and classify sand, aggregate, soils, coal, grains, and many types of fine powders.

Test Sieves

- Typically round metal frames fitted with brass or stainless steel woven wire cloth, but sieves with non-standard frames or non-metallic frames and cloth are also available.
- Configured to meet **ASTM E11** or **ISO 565/3310-1** and supplied in standard Compliance grade, serial numbered, and supplied with a certificate of manufacturing conformance..

Digital Sieve Shaker

- Equipped with an easy-to-use clamping system to secure and lock sieves in place.
- Digital timer.
- Built for sizing particles from large coarse aggregates to fine powders

Sieve Accessories

- This complete selection of equipment helps you clean, maintain, and store your test sieves.
- There is also sieving aid and wet sieving accessories for separation difficult materials.
- Sieve brushes, Ultrasonic cleaners, and Storage Racks.

i) Consolidation Apparatus Three Gang Model (Odeometer) (2 Pcs)

Description

Consolidation test is used to determine the rate and magnitude of soil consolidation when the soil is restrained laterally and loaded axially. The Consolidation test is also referred to as Standard Oedometer test or One-dimensional compression test.

Specification

- Automation Grade – Manual
- Consist of 3 consolidation test assemblies mounted on a single frame.
- Complete with 3 sets of consolidometer cell assembly for 60 mm dia samples and three sets of weights each giving 10 kg/sq.cm. on each sample.

SECTION VII- STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 2.9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 2.12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

SECTION VI - STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. Declaration form

8.1 **FORM OF TENDER**

Date _____
Tender No. _____

To: _____

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(insert equipment description)* in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by *(Procuring entity)*.

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

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

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

PRICE SCHEDULE FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF WORKSHOP AND LABORATORY EQUIPMENTS

All prices inclusive of VAT and all taxes:

The tender to factor all the cost of delivery to avoid any cost variation

Name of tenderer _____

Tender Number _____ Page _____ of _____

S/n.	Items Description	Qty	Unit Price	Total Price
1.	Hand Held GPS	1 Pc		
2.	Semi-automatic CBR test Apparatus	1 Pc		
3	Concrete Rebound Hammer	1 Pc		
4	Thickness Gauge (Flankiness inde or equivalent)	1 Pc		
5	Los Angeles Abrasion	1 Pc		
6	Water Quality Testing Kit	1 Pc		
7	Wind Turbine Lab Scale Model	1 Pc		
8	Fourier transform infrared spectroscopy	1 Pc		
9	Model Solar training Unit	1 Pc		
10	Gas Analyser	1 Pc		
11	Double Beam UV-VIS Spectrophotometer	1 Pc		
12	Geotechnical Investigation Equipment	1 set		
	-Drying and heating chambers with Natural Convection	1 pc		
	-CRB-Testing Machine 50Kn Capacity and ASTM supplied with stabilising Bar	1 pc		
	-Atterberg Limits Test Instrument	3 pairs		
	-Consolidated Test Apparatus	1 pc		
	-Specific Gravity of Soil by Phycnometer Method Instrument.	4 pcs		
	-Particle Size Analysis Instrument	1 pc		

	-Soil Hydrometer -Sieve Analysis Equipment -Consolidated Apparatus Three Gang Model (Odometer)	3 pairs 1 pc 2 pcs		
--	---	--------------------------	--	--

SignatureStampDate

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

1. COMPANY DETAILS

a) Business Name
.....

b) Location of business premises

Plot No. Street/Road

Postal Address Tel. No.Fax Email
.....

Contact Person and Telephone No.....

(Please attach Company Profile)

c) Nature of business

d) Registration Certificate No.(Please attach copy)

e) Current Trade Licence No..... (Please attach copy)

f) PIN No..... (Please attach copy)

g) Tax Compliance Certificate No.....(Please attach copy)

h) VAT No.....

i) Year Established.....

j) Number of staff employed.....

k) Payment terms.....Days

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

2(a). SOLE PROPRIETOR:

Your name in full Age.....

Nationality Country of origin

.....Citizenship

details.....

2(b) – Partnership

Give details of partners as follows

Name	Nationality	Citizenship Details	Shares
.....
.....
.....
.....
.....

(If a Kenyan Citizen, indicate under Citizen Details whether by Birth, Naturalization or Registration)

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	Citizenship Details	Shares
.....
.....
.....
.....
.....

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]
(hereinafter 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 [name of Procuring entity] (hereinafter called "the Procuring entity") in the sum of for which payment well and truly to be made to the said Procuring entity, 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 Procuring entity 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 Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity 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)

8.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between
..... [*name of Procurement entity*] of [*country of Procurement entity*]
(hereinafter called “the 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 Procuring entity invited tenders for certain goods] and has accepted a tender by
the tenderer for the supply of those goods in the sum of [*contract
price in words and figures*] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The following documents shall be deemed to form and be read and construed as part of
this Agreement viz:

- (a) the Tender Form and the Price Schedule submitted by the tenderer
- (b) the Schedule of Requirements
- (c) the Technical Specifications
- (d) the General Conditions of Contract
- (e) the Special Conditions of contract; and
- (f) the Procuring entity’s Notification of Award

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

4. The Procuring entity 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 Procuring entity

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
[*name of Procuring entity*]

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*]

8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To
[*name of Procuring entity*]

[*name of tenderer*]

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 Procuring entity 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 Procuring entity 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 Procuring entity 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*]

8.8 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

ANTI – CORRUPTION POLICY IN THE PROCUREMENT PROCESS

UNDERTAKING BY BIDDER ON ANTI – CORRUPTION POLICY / CODE OF CONDUCT AND COMPLIANCE PROGRAMME

The governments of Kenya is committed to fighting corruption in all its forms and in all its institutions to ensure that all the government earned revenues are utilized prudently and for the purpose intended with a view to promoting economic development as the country work towards actualizing Vision 2030.

Here at Egerton University and also being one of the government entities mandated under the government to provide quality education and transforming lives, on behalf of the government, we are highly committed to fighting any form of corruption in our organization to ensure that all the monies that the government entrust with us, is optimally and prudently utilized for the benefits of all the people we serve.

The following is a requirement that every Bidder wishing to do business with EGERTON UNIVERSITY must comply with:

- (1) Each bidder must submit a statement, as part of the tender documents, in the format given and which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the bidding company and, where relevant, of its subsidiary in Kenya. If a tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.
- (2) Bidders will also be required to submit similar No-bribery commitments from their subcontractors and consortium partners; the bidder may cover the subcontractors and consortium partners in its own statement, provided the bidder assumes full responsibility.
- (3) a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.
b) Each bidder will make full disclosure in the tender documentation of the beneficiaries and amounts of all payments made, or intended to be made, to agents or other third parties (including political parties or electoral candidates) relating to the tender and, if successful, the implementation of the contract.
c) The successful bidder will also make full disclosure [quarterly or semi- annually] of all payments to agents and other third parties during the execution of the contract.
d) Within six months of the completion of the performance of the contract, the successful bidder will formally certify that no bribes or other illicit commissions have been paid. The final accounting shall include brief details of the goods and services provided that are sufficient to establish the legitimacy of the payments made.

- e) Statements required according to subparagraphs (b) and (d) of this paragraph will have to be certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.
- (4) Tenders which do not conform to these requirements shall not be considered.
- (5) If the successful bidder fails to comply with its No-bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:
 - a) Cancellation of the contract;
 - b) Liability for damages to the public authority and/or the unsuccessful competitors in the bidding possibly in the form of a lump sum representing a pre-set percentage of the contract value (liquidated).
- (6) Bidders shall make available, as part of their tender, copies of their anti-Bribery Policy/Code of Conduct, if any, and of their-general or project - specific - Compliance Program.
- (7) The Government of Kenya through Ethics and Anti-Corruption Commission has made special arrangements for adequate oversight of the procurement process and the execution of the contract. Those charged with the oversight responsibility will have full access if need be to all documentation submitted by Bidders for this contract, and to which in turn all Bidders and other parties involved or affected by the project shall have full access (provided, however, that no proprietary information concerning a bidder may be disclosed to another bidder or to the public).

1. MEMORANDUM (FORMAT)

(Clause 40, 41 and 42 of Kenya Public Procurement and Disposal Act 2005)

This company _____(*name of company*) has issued, for the purposes of this tender, a Compliance Program copy attached -which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects or contract including agents, consultants, consortium partners, subcontractors and suppliers'")"

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

8.9 FORM RB 1

**REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax 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.

etc

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

9.0 : EVALUATION CRITERIA FORM

The tenderer is expected to dully fill Stage 1 and 3 of this form

Stage 1: General Information

Tenderers Name:
Postal Address:
Telephone (Office):Mobile.....
Email Address:.....
Physical Address:
Website Address.....
Contact Person & Mobile.....

Stage 2: Evaluation criteria

PART A: PRELIMINARY STAGE /MANDATORY REQUIREMENTS

1. Must submit a copy of certificate of Registration/Incorporation.
2. Must provide CR12 for a limited company.
3. Must Submit a copy of a valid Tax Compliance certificate (Validity will be checked on the KRA TCC)
4. Must provide a current business permit for the year 2020
5. The Tender form must be dully filled, signed and stamped
6. The price schedule must be dully filled signed and stamped.
7. Must provide a bid bond of 2% of the total amount from a commercial bank or approved insurance company and should be valid for 120days from the date of opening.
8. Must provide certified Audited accounts for the year ended 2019, 2018, 2017.
9. Must dully fill, sign and stamp confidential business questionnaire
10. Must dully fill sign and stamp the anticorruption declaration form
11. Must serialize all pages in the document from the first to the last. The University will not be held liable for any loss of document

NB Only bids that qualify at preliminary stage/ mandatory requirements evaluation stage shall proceed to Technical Evaluation.

PART B: TECHNICAL EVALUATION (BIDDER'S CAPABILITY)

The Technical Evaluation shall account for 90 point of the score as below:

No	DESCRIPTION	MAXIMUM POINT
1	<p>EXISTENCE OF THE FIRM Provide pin of the company location (2 marks) Provide detailed contacts of the location of the company i.e postal address indicating exact location, telephone address, email address e.c.t (2 marks) Provide a telephone number of the contact person (2 marks)</p>	6 marks
2	<p>EXPERIENCE OF THE FIRM Provide experience of supply and delivery of engineering equipment's done for the last 3 years. This should be in the form of LPO's of Contracts. (2 marks for each evidence)</p>	24 marks
3	<p>FINANCIAL CAPABILITY Provide certified audited accounts for the last 3 years i.e 2019,2018, 2017. (5 marks) Provide letter from your banker as evidence of good lines of credit terms. (5 marks) Indicate your credit limit Above Ksh 20,000,000 (20 marks) Above Ksh 10,000,000-Ksh 20,000,000 (15 marks) Above Ksh 5,000,000- Ksh 10,000,000 (10 marks) Above Ksh 1,000,000- Ksh 5,000,000 (5 marks)</p>	30 marks
4	<p>TECHNICAL EXPERTIES This are equipment that needs technical expertise Provide CV of technical personnel who will be deployed to install, test, train and commission the equipment. Above 5 years of experience (10 marks) 4-5 years (7 marks) 2-3 years (5 Marks) 0-2 years (0 marks)</p>	10 marks
5	<p>MANUFACTURER AUTHORISATION AND WARRANTY Provide brochure, technical data sheet and manufacturer authorization letter for each equipment you intend to supply. (2 marks each) Provide statement of compliance with 1 year warranty period. (5 marks) Give proof of availability of local servicing agent and cost of yearly routine servicing including parts.(5 marks)</p>	20 marks
	TOTAL POINTS	90 MARKS

The Cut off points for the Technical Score is 70% of the total points. Only bidders who

shall score 70% and above in the Technical score shall proceed for Financial Evaluation.

Total points scored_____ (Passed / Failed) _____

Only bids that qualify at technical stage shall proceed to Conformance to specification stage.

PART C: CONFORMANCE TO SPECIFICATIONS

This stage will involve checking if the brochure, technical data sheet and manufacturer authorization letter provided conform to the specification as provided/stated in the schedule of requirement.

N/B: The University shall not compromise on the specification whatsoever either during evaluation or during inspection and acceptance after delivery.

Only bids that qualify at Conformance to specification stage shall proceed to Financial Evaluation.

PART D: FINANCIAL STAGE:

- The financial evaluation will be based on the lowest responsive evaluated bid. All prices must include supply, delivery, installation, testing and commissioning to Jaramogi Oginga Odinga University of Science and Technology Bondo Campus and all taxes.
- The lowest responsive evaluated bidder will be awarded the tender.

Stage 3: Declaration (For the Tenderer only)

The Tenderer is expected to indicate whether he/she **will/will not** accept to be evaluated on the above criteria)

Q. Will you accept your bid to be evaluated based on the above criteria and abide by them during the entire period of the tender? (Tick appropriately below):

No:

Yes:

Official StampSign.....