



EGERTON

UNIVERSITY

EU/ONT/FC/10/2019-2021

**TENDER FOR SUPPLY AND DELIVERY OF TYRES
(FRAMEWORK CONTRACT)**

**Egerton University
P.O. Box 536-20115
EGERTON, KENYA**

Website: www.egerton.ac.ke

NOVEMBER, 2019

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SECTION I: INVITATION TO TENDER

DATE: 13th November, 2019

TENDER REF NO: EU/ONT/FC/10/2019-2021

TENDER NAME: Tender for Supply and Delivery of Motor Vehicle Tyres
(Two year Framework Contract)

Egerton University invites sealed bids from eligible candidates for Tender of Supply and delivery of Motor Vehicle Tyres (Framework Contract).

Interested eligible candidates may obtain further information from and inspect the tender documents at Procurement Department, Njoro Campus during normal working hours 8.00a.m – 5.00p.m.

A complete tender document may be obtained from the Egerton University website: www.egerton.ac.ke and from the IFMIS suppliers' portal: www.tenders.go.ke. PPOA website: www.ppoa.go.ke for free. Hard copies may be obtained from Procurement Department Njoro Campus upon payment of a non-refundable fee of KES: 1,000.00 (Kenya Shillings One Thousand only) deposited to KCB Egerton University Main A/c no. 1101906812 and receipted at cash office Njoro Campus.

Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at Procurement Department, Njoro campus or be addressed to:

**The Head of procurement,
Egerton University,
P. O. Box 536-20115
EGERTON**

so as to be received not later than 11.00 a.m. Tuesday, 3rd December, 2019

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

Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at the Procurement Boardroom, Njoro Campus

All bidders must serialize each page of the bid document failure to which shall lead to disqualification.

The price quoted on the tender form shall be final and will not be subjected to any arithmetic error check that may lead to change of total contract sum on the tender form.

Thank you.

**Samson .M. Chira
Ag. Deputy Chief Procurement Officer
FOR: VICE - CHANCELLOR**

Section B. General Information

Introduction

1. Eligible Tenderers

- 1.1 This Invitation for Tenders is to eligible tenderers as described in the tender documents. Successful tenderers **shall supply goods specified in this tender as and when requested for the two 2 (two) years.**
- 1.2 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2. Cost of Tendering

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

The Tender Document

3 Contents

- 3.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders.
- (i) Invitation for Tenders
 - (ii) General information
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract
 - (v) Schedule of Requirements & Technical Specifications
 - (vi) Tender Form
 - (vii) Tender Securing Declaration Form
 - (viii) Contract Form
 - (ix) Performance Security Form
 - (x) Manufacturer's Authorization Form
 - (xi) Anti-corruption declaration form
 - (xii) Non-debarment declaration form

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

4. Clarification of Documents

4.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by cable (hereinafter, the term *cable* is deemed to include e-mails) 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 no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entity response (including an explanation of the query but without identifying the source of inquiry) will be sent to all eligible tenderers who have received the tender document.

5. Amendment of Documents

- 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 an eligible tenderer may modify the tender documents by amendment.
- 5.2 All eligible candidates that have received the tender documents will be notified of the amendment in writing or by cable (**e-mail**), and will be binding on them.
- 5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

Preparation of Tenders

6. Language of Tender

6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language.

7. Tender Form

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

8. Tender Prices

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

8.2 The Tenderer shall indicate in the Price Schedule, as applicable, the unit prices of each item, total prices of each item and lot, and the total tender price of the goods it proposes to supply under the contract.

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

9. Tender Currencies

9.1 Prices shall be quoted in Kenya Shillings.

10. Tenderers Eligibility and Qualifications.

10.1 That the tenderer has the financial and technical capability necessary to perform the

*Tender Number EU/ONT/FC/10/2019-2021: Tender For Supply and Delivery of Motor Vehicle Tyres
Transforming Lives Through Quality Education*

contract.

11. Tender Security

- 11.1 The tenderer shall furnish, as part of its tender,
- 11.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct, which would warrant the security's forfeiture.
- 11.3 All bidders are required to dully fill, sign & stamp the tender securing declaration form. Failure to which shall lead to disqualification.
- 11.4 Any tender not secured in accordance with paragraph 11.1 and 11.3 will be rejected by the Procuring entity as non-responsive.
- 11.5 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 11.6 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.

Or

- (ii) To furnish performance security.

12. Validity of Tenders

- 12.1 Tenders shall remain valid for **90 days** or as specified in the tender documents after date of tender opening prescribed by the Procuring entity. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 12.2 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 14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

13. Format and Signing of Tender

- 13.1 The tenderer shall prepare **One** Original and **One** copy of the tender, clearly marking "**ORIGINAL TENDER**" and "**COPY OF TENDER,**" as appropriate. In the event of any discrepancy between them, the original shall govern.
- 13.2 The original and all copies of the tender **shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender shall be fully serialized.**

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

Submission of Tenders

14. Sealing and Marking of Tenders

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

14.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the following address:

**Ag. Deputy Chief Procurement Officer,
Egerton University
P O Box 536-20115
EGERTON, KENYA**

(b) bear, "**SUPPLY AND DELIVERY OF MOTOR VEHICLE TYRES**" the Invitation for tenders (IFT) ,and the words: "**DO NOT OPEN BEFORE Tuesday, 3rd December, 2019 at 11.00 a.m.**"

14.3 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".

14.4 If the outer envelope is not sealed and marked as required, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

15. Deadline for Submission of Tenders

15.1 Tenders must be received by the Procuring entity at the address specified not later than **Tuesday, 3rd December, 2019.**

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

16. Modification and Withdrawal of Tenders

16.1 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 the Procuring prior to the deadline prescribed for submission of tenders.

16.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched. 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.

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

16.4 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.

Opening and Evaluation of Tenders

17. Opening of Tenders

17.1 The Procuring entity will open all tenders at **Tuesday, 3rd December, 2019 at 11.00 a.m.** at Egerton University, procurement board room.

18. Clarification of Tenders

18.1 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 of the tender shall be sought, offered, or permitted.

18.2 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.

19. Preliminary Examination

19.1 The Procuring entity 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.

19.2 Arithmetical errors will not 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 may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

19.3 The Procuring entity 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.

19.4 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.

19.5 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.

20. Evaluation and Comparison of Tenders

20.1 The Procuring entity will evaluate and compare the tenders, which have been determined to be substantially responsive.

20.2 The Procuring entity's evaluation of a tender will exclude and not take into account:

- (a) sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenderer; and
- (c) any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

20.3 The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.

20.4 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, in the manner and to the extent indicated in paragraph 20.5 and in the technical specifications:

- (a) delivery schedule offered in the tender;
- (b) deviations in payment schedule from that specified in the Special Conditions of Contract;
- (d) the ready availability of the items offered in the tender;

20.4 Pursuant to paragraph 20.4 the following evaluation methods will be applied:

- (a) *Delivery schedule.*
 - (i) The Procuring entity requires that the goods under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries 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 of 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(s).

21. Contacting the Procuring entity

21.1 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.

21.2 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 Tender Number EU/ONT/FC/10/2019-2021: Tender For Supply and Delivery of Motor Vehicle Tyres
Transforming Lives Through Quality Education

Tenderer's tender.

Award of Contract

22. Post-qualification

- 22.1 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.
- 22.2 The determination will also take into account the tenderer's financial and technical capabilities.
- 22.3 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.

23. Award Criteria

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

24. Procuring Entity's Right to Vary quantities

- 24.1 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

25. Procuring Entity's Right to Accept or Reject Any or All Tenders

- 25.1 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.

26. Notification of Award

- 26.1 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.

26.2 The notification of award will constitute the formation of the Contract.

27. Signing of Contract

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

- 27.2 At least fourteen (14) days after notification of award, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

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Transforming Lives Through Quality Education*

28. Performance Security

- 28.1 Within fourteen (14) days after signing the contract forms 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.
- 28.2 Failure of the successful tenderer to comply with the requirement of paragraph or paragraph 28 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 Candidate or call for new tenders.

29. Corrupt Fraudulent Practices

29.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, the Procuring entity: -

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;
- (b) 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;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

29.2 Furthermore, tenderers shall be aware of the provision stated in the General Conditions of Contract.

Appendix to Instructions to Tenderers

The following information for supply and delivery of **MOTOR VEHICLE TYRES** shall complement or amend the provisions of 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

Instructions to Tenderers	Particulars of appendix to instructions to tenderers
Eligibility	This tender is OPEN .
Clarifications	Request for clarification on the tender should be sent to procurement@egerton.ac.ke . This must be done not later than 7 days prior to tender closure. Bidders are advised to be checking the Egerton University website from time for any uploaded information on the tenders.
Currencies	Bidders must quote in Kenya shillings
Tender validity	Tender will be valid for 120 days applicable
Tender closure	Tender closes on Tuesday, 3rd December, 2019 at 11.00 a.m.
Evaluation Criteria	Preliminary /Mandatory Requirements/ Particulars of eligible tenders; <i>Bidder Must attach</i> <ol style="list-style-type: none"> 1. Dully filled signed and stamped Form of Tender 2. A copy of certificate of Registration /Incorporation 3. Valid Tax Compliance Certificate (will be confirmed through KRA TCC checker) 4. Dully filled, signed and stamped anti-corruption Declaration form 5. Dully filled, signed and stamped Non-debarment Declaration form 6. Attach Original tender security of Kshs.20, 000.00 from a reputable commercial bank in Kenya or from an insurance company approved by PPRA and MUST be valid for 120days from the date of tender opening. 7. -Must sequentially serialize and initialize every page of the submitted bid document failure shall lead to automatic disqualification.(from the 1st page to the last page including the issued tender document and the suppliers attachments)
	Financial evaluation ✓ Award to the lowest responsive bidder per line item
Performance security	Upon being issued with letter of award, the successful bidder must Furnish performance bond of 5% (five percent of the contract value) within 14 days.
Notification of Award and	The Notification of Award shall be sent to the successful tenderer

Signing of Contract	<p>immediately upon award accompanied with the draft letter of Acceptance and draft contract form.</p> <p>The successful tenderer shall sign and return the letter of acceptance and contract form within 14 days.</p> <p>Egerton University will prequalify a minimum of seven lowest evaluated bidders who may be contacted should the selected supplier fail to deliver as per the</p>
Award in waiting	contractual obligations.

Section C-General Conditions of Contract

1. Definitions

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

(a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) “The Contract Price” means the price payable to the tenderer under the

Contract for the full and proper performance of its contractual obligations.

(c) “The Goods” mean Tyres, which the tenderer is required to supply to the Procuring entity under the Contract.

(d) “The Procuring entity” means Egerton University.

(e) “The tenderer” means the individual or firm supplying the Goods under this Contract.

2. Application

2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement of goods.

3. Standards

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the descriptions in the price schedule and the samples viewed at Egerton University Central stores.

4. Use of Contract Documents and Information

4.1 The tenderer shall not, without the Procuring entity’s prior written consent, make use of any document or information.

4.2 Any document, other than the Contract itself, shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer’s performance under the Contract if so required by the Procuring entity.

5. Performance Security

5.1 Within fourteen (14) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

5.2 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.

- 5.3 The performance security shall be denominated in Kenya shillings, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.
- 5.4 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 obligations under the Contract, including any warranty obligations, under the Contract.

6. Inspection and Tests

- 6.1 The Procuring entity or its representative shall have the right to inspect and/or to test the Goods 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.
- 6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination.
- 6.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring entity may reject the Goods, and the tenderer shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 6.4 The Procuring entity's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring entity or its representative prior to the Goods' delivery.
- 6.5 Nothing in paragraph 6 shall in any way release the tenderer from any warranty or other obligations under this Contract.

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7. Delivery and Documents

- 7.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

8. Insurance

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

9. Payment

- 9.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract.
- 9.2 Payments shall be made promptly by the Procuring entity as specified in the contract.

10. Prices

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

11. Assignment

11.1 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.

12. Subcontracts

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

13. Termination for Default

13.1 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 deliver any or all of the Goods 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.

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

14. Liquidated Damages

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

15. Resolution of Disputes

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

15.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

16. Language and Law

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

17. Force Majeure

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

Section D. Special Conditions of Contract

1. Definitions

- (c) "Goods" means Motor Vehicle Tyres.
- (d) "The Purchaser" is **Egerton University, and P.O. BOX 536-20115 Egerton. Kenya** and includes the Purchaser's legal representatives successors or assigns.

2. Applications

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

5. Performance Security

5% (five percent) of the contract value

6. Delivery

7. Delivery of the items herein will be as and when ordered.

8. Payment

- (a) Payment terms are 90 days upon receipt of certified invoices and delivery notes confirming that the invoiced material has been delivered and is in accordance with the contract.

9. Prices should remain valid for **Two (2) years** from the contract date

10. Conditions of this contract

- i. The contract period shall be Two years
- ii. The contract is subject to Framework contracting
- iii. Orders will be placed from time to time by the client depending on the needs and upon sample approval.
- iv. The quantity of requirements of given in the tender documents are only but estimates of the minimum requirements

12. Award in -waiting

Egerton university shall prequalify minimum of seven lowest evaluated bidders at their prices in waiting should the selected bidder fail to deliver as per the order

The contract shall remain valid for two years

Section E. Price & Schedule of Requirements

SUPPLY OF MOTOR VEHICLE TYRES								
		TENDER REGISTRATION NO: EU/ONT/FC/10/2019-2021						
No.	Item Description	Unit of Purchase	Average quarterly Consumption Quantity	Unit Price	Total Amount	Brand	Country of Origin	Remarks
	(BRIDGESTONE/ MICHELIN OR EQUIVALENT)							
1.	Tubeless tyres size 12.00R20	Sets	7					
2.	Tubeless tyres size 9.5R17.5	Pcs	14					
3.	Tubeless tyres size 295/80R22.5	Pcs	14					
	(YANA/ MICHELIN OR EQUIVALENT)							
4.	Tyres and tube size 16.9-30	Sets	4					
5.	Tyres and tube size 18.4-30 14ply	Sets	4					
6.	Tyres and tube size 14.9-24	Sets	4					
7.	Tyres and tube size 16.9-28	Sets	4					
8.	Tyres and tube size 9.00-16	Sets	4					
9.	Tubeless tyres size 11.5/80-15 14 ply	Pcs	2					
10.	Tyres and tubes size 14.9-28 8 ply	Sets	4					
	(YANA/ MICHELIN OR EQUIVALENT)							
11.	Tubeless tyres size 185R15	Pcs	5					
	(BRIDGESTONE OR EQUIVALENT)							
12.	Tubeless tyres size 255/70R16	Pcs	5					

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Transforming Lives Through Quality Education*

NB:

Delivery schedule 30 days after contract signing or issuance of LPO.

Samples from successful suppliers will be required whenever before delivery.

The lowest evaluated bidder per item will be considered for framework contracting

The lowest evaluated bidder upon signing the contract shall provide a pre-delivery sample for inspection by the receipt and acceptance committee

Section F. Tender Form

Date : _____

To: Egerton University
P.O. Box 536-20115
EGERTON, KENYA

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda nos..... the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver **MOTOR VEHICLE TYRES** in conformity with the said tender documents for the sum of.....
[As per the price Schedule and applicable on need basis)] 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 the goods 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 for the performance of the Contract, in the form prescribed by Egerton University.

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

5. 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.

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

Dated this _____ day of _____ 2019_____.

[Signature]

[in the capacity of]

Duly authorized to sign tender for and on behalf of _____

Section H. Contract Form

THIS AGREEMENT made the _____ day of _____ 2019 between **Egerton University** of Kenya (hereinafter called “the Procuring entity”) of the one part and.....
.....of..... [city and country of tenderer] (Hereinafter called “the tenderer”) of the other part:

WHEREAS the Procuring entity invited tenders for certain goods, viz., **MOTOR VEHICLE TYRES** 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 tenderer 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 provision 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 _____

Section I. Performance Security Form (in the bank’s letterhead)

To: Egerton University
P.O. Box 536-20115
EGERTON, KENYA

WHEREAS *[name of tenderer]* (Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____ *[reference number of the contract]* dated _____ 2019 to supply **MOTOR VEHICLE TYRES** (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 figures], 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 your 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____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Section J: MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

(Must be filled by all applicants or tenderers' who choose to participate in this tender)

<p><i>Name of Applicant (S)</i></p> <p>.....</p> <p>.....</p>
--

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2(i) must be filled.

You are advised that giving wrong or false information on this Form will lead to automatic disqualification / termination of your business proposal at your cost.

Part 1 – General

Business Name.....
 Certificate of Incorporation / Registration No.
 Location of business premises: Country
 Physical addressTown
 Building..... Floor.....
 Plot No.Street / Road
 Postal AddressPostal / Country Code.....
 Telephone No's Fax No's.
 E-mail address
 Website
 Contact Person (*Full Names*) Direct / Mobile No's.
 Title Power of Attorney (**Yes / No**) If **Yes**, attach written document. Nature of Business (*Indicate whether manufacturer, distributor, etc*)

<p>(Applicable to Local suppliers only)</p> <p>Local Authority Trading License No. Expiry Date.....</p>

Value Added Tax No.....
 Value of the largest single assignment you have undertaken to date (**US\$/KShs**)
 Was this successfully undertaken? **Yes / No**. (If **yes**, attach reference)
 Name (s) of your banker (s)
 Branches Tel No's.

Part 2 (a) – Sole Proprietor

Full names

 Nationality Country of Origin
 *Citizenship details
 Company Profile (*Attach brochures or annual reports in case of public companies*)

Part 2 (b) – Partnerships

Give details of partners as
Tender Number EU/ONT/FC/10/2019-2021: Tender For Supply and Delivery of Motor Vehicle Tyres
Transforming Lives Through Quality Education

follows:

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
1.....
2.....
3.....
4.....

Company Profile(Attach brochures)

Part 2 (c) – Registered Company

Private or public

Company Profile(Attach brochures or annual reports in case of public companies)

State the nominal and issued capital of the Company

Nominal KShs

Issued KShs

List of all shareholders and distribution of shareholding in the company. Give details of all directors as follows:-

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
1.....
2.....
3.....
4.....

Part 2 (d) –Criminal Offence

I/We, (Name (s) of Director (s)):-

- a)
- ...
- b)
- ...
- c)
- ...
- d)
- ...

Have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed

.....

For and on behalf of M/s

.....

In the capacity of

.....

Dated thisday of2019. Suppliers' / Company's Official

*Tender Number EU/ONT/FC/10/2019-2021: Tender For Supply and Delivery of Motor Vehicle Tyres
Transforming Lives Through Quality Education*

Rubber Stamp

Part 2 (e) – Conflict of Interest

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

- a)
- b)
- c)
- d)

For and on behalf of M/s

.....

In the capacity of

.....

Dated thisday of2019 Suppliers' / Company's Official Rubber Stamp

Part 2 (f) – Interest in the Firm:

Is there any person / persons in Egerton University or any other public institution who has interest in the Firm? Yes / No?

..... (Delete as necessary) Institution

.....

(Title)

(Signature)

(Date)

Part 2(h) – Declaration

I / We, the undersigned state and declare that the above information is correct and that I / We give Egerton University authority to seek any other references concerning my / our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, etc.

Full names

.....
.....

Signature.....

..... For and on behalf of M/s

.....

In the capacity of

.....

Dated this.....day of2019. Suppliers' / Company's Official Rubber Stamp

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I,of P. O. Box being a resident of in the Republic of do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of **Tender No.** for(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(insert name of the Procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....
(Title) (Signature) (Date)

Bidder's Official Stamp

SELF DECLARATION FORMS

SELF DECLARATION FORMS THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

I,, of Post Office Box being a resident of in the Republic of do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of **Tender No.** for(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

.....
(Title) (Signature) (Date)

Bidder Official Stamp

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

PART I
FORMS FOR REVIEWS

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 ofdated the...day of20.....in the matter of Tender No.....of20.....

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 of20.....

SIGNED

Board Secretary

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

REQUEST NO.....OF.....20.....

BETWEEN

.....**APPLICANT**

AND

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

- TO: 1) (Procuring Entity)
2)(Applicant)
3) (Interested Candidate)

HEARING NOTICE

Whereasthe Applicant herein has instituted a complaint against((Procuring Entity) on..... (Date) particulars of which were set out in a Request For Review served upon you on

You are hereby required to appear on the...day of20.....at.....am/pm when the complaint against you will be heard by this Board sitting at

If you fail to appear the Applicant may proceed with the complaint and determination by order of the Board may be made in your absence.

Dated on.....day of.....20.....

Board Secretary

PART II

FEES FOR REVIEWS

1. Administrative fee KES 5,000

2. Upon filing a request for review, the fees payable shall be as follows-

<i>Amount of Tender</i>	<i>Fees</i>
1. Tenders of Ascertainable Value	
(a) Does not exceed KES 2,000,000	10% subject to a minimum of KES 20,000/-
(b) Exceeds KES 2,000,000/- but not over KES 50,000,000/-	The fees for tender sum of KES 2,000,000 plus an additional fee of 0.25% on the amount above KES 2,000,000
(c) Exceeds KES 50,000,000/-	The fees for tender sum of KES. 50,000,000 plus an additional fee of 0.025% on the amount above KES 50,000,000/- subject to a maximum fee of KES 250,000/-
(d) Pre-qualification, EOI and other “	KES 40, 000/-
2. Unquantified Tenders	KES 250,000/-
3. Upon request of an adjournment to a party by the Board.	Maximum amount payable fee shall be KES 20, 000/-
4. Filing a preliminary objection	KES 5, 000/-
5. The Secretary may demand additional fee if the fee paid at the time of filing is less than that ascertained to be chargeable.	