

P.O. Box 536, EGERTON



UNIVERSITY

Telephone: Nakuru (051) 2217989, 2217994

TENDER NO. EU-ONT/14/2019-2020; SUPPLY AND DELIVERY OF BOOKS (main campus)

NOVEMBER, 2019

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SECTION I – INVITATION TO TENDER

Date: 13TH November, 2019

Tender No: EU/ONT/14/2019-2020

Tender Name: Supply and Delivery of Library Books (MAIN-CAMPUS)

- **1.1** Egerton University invites sealed tenders from eligible candidates for Supply and Delivery of Library Books (MAIN CAMPUS)
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Procurement Department, Njoro Campus during normal office working hours.
- 1.3 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.
- 1.4 Dully filled tender documents are to be enclosed in plain sealed envelopes, marked with the tender number, tender description **and bearing no indication of the applicant**, clearly /marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER**" should be deposited in the tender box at Procurement office, Njoro Campus or be addressed and posted to:

Head of Procurement Department Egerton University P.O Box 536-20115 Egerton

Upon payment of a non-refundable fee of **KES: 1,000.00** (Kenya Shillings One **Thousand only**) deposited to Egerton University Main A/c no. 1101906812 and receipted at cash office Njoro Campus so as to reach the University on or before **TUESDAY 3RD DECEMBER, 2019 at 11.00 a.m at Procurement Boardroom.**

- 1.5 Application documents will be opened immediately thereafter in the Procurement Department board room, Njoro Campus in the presence of the candidates or their representatives who choose to attend.
- 1.6 Bidders must serialize all the pages of the bid document, failure to which shall lead to disqualification.

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

SECTION II – INSTRUCTIONS TO TENDERERS

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SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers._Successful tenderers shall provide the Goods for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting Goods for the preparation of the design, specifications, and other documents to be used for the procurement of the Goods under this Invitation for tenders.
- **2.1.4.** Tenderers 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 price to be charged for the tender document shall not exceed Kshs.5,000/=
- **2.2.3** 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 6 of these instructions to tenders
 - i) Instructions to tenderers

Tender No. EU/ONT/14/2019-2020: Supply and Delivery of Library Books (MAIN CAMPUS) "Transforming Lives Through Quality Education"

- 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) Principal's or manufacturers authorization form
- xiii) 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 candidate inquiries of tender prospective making the 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 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 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 9, 10 and 11 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 Goods to be performed.

2.9 **Tender Prices**

Tender No. EU/ONT/14/2019-2020: Supply and Delivery of Library Books (MAIN CAMPUS) "Transforming Lives Through Quality Education"

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the Goods it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the Goods quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted **by** the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.10 **Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in 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.
- 2.11.2The 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**

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

- 2.12.2The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.12.2The 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
- 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
- 2.12.5Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.
- 2.12.6The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.
- 2.12.7The 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 30

or

(ii) to furnish performance security in accordance with paragraph 31.

(c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for 60 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 nonresponsive.
- 2.13.2In 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 two copies of the tender, clearly / marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2The 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 unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
Tender No. EU/ONT/14/2019-2020: Supply and Delivery of Library Books 10 (MAIN CAMPUS)
"Transforming Lives Through Quality Education"

The	inner	and	outer	envelopes	shall:
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(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 **Tuesday**, 3rd **December**, 2019 at 11.00 a.m."

- 2.15.3The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late". —
- 2.15.4If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.16 **Deadline for Submission of Tenders**

- 2.16.1Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **Tuesday**, **3**RD **DECEMBER**, **2019 at 11.00 a.m**
- 2.16.2The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, 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.
- 2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

2.17 Modification and withdrawal of tenders

- 2.17.1The 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's is received by the procuring entity prior to the deadline prescribed for the submission of tenders.
- 2.17.2The 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.
- 2.17.4No 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.
- 2.17.5The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6The 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, at Tuesday, 3RD DECEMBER, 2019 at 11.00 a.m. and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3The 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.
- 2.18.4The 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

2.19.1To 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 comparision 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 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. if the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 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.
- 2.20.4Prior to the detailed evaluation, pursuant to paragraph 23, 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.
- 2.20.5 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.

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
- 2.22.2The 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 Goods.
- 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;

2.22.4Pursuant to paragraph 22.3 the following evaluation methods will be applied: (a) *Operational Plan.*

The Procuring entity requires that the Goods 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.

- 2.22.5The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.
- 2.22.6To qualify for contract awards, the tenderer shall have the following:-
 - (a) Necessary qualifications, capability experience, Goods, 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 tenderers 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.
- 2.24.2The 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.
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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 2.29 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.
- 2.24.5A 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.
- 2.25.2The 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 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, 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.
- 2.27.2Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event 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.

- 2.28.2The 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;
- 2.28.3Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to instructions to tenderers

The following information for **Supply and Delivery of Library Books** (**Main Campus**) 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

to tenderers	
Instructions to	Particulars of appendix to instructions to tenderers
tenderers	
2.1	This tender is OPEN
2.10	Currencies allowed is in KES
2.18.1	Tuesday, 3 RD DECEMBER, 2019 at 11.00 a.m.
12.1	Tender will be valid for 120 days applicable
2.11	Preliminary /Mandatory Requirements/ Particulars of eligible
	tenders;
	Bidder Must attach
	Form of Tender- Dully filled signed and stamped
	 Valid Tax Compliance Certificate (will be confirmed
	through KRA TCC checker)
	 -Dully filled and signed and stamped anti-corruption
	Declaration form in the bid document.
	 -Dully filled ,signed and stamped Confidential Business questionnaire
	> 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.
	 Dully filled, signed and stamped non-debarment Declaration
	form in the bid document
	> 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 Stage:
	The financial evaluation will be based on the lowest responsive
	evaluated cost basis subject to bidder having quoted for the correct
	ISBN Number. All prices must include supply, delivery, and taxes.
	The lowest responsive evaluated bidder will be awarded the
	tender.
2.24	post – qualification is not applicable
2.30	performance security 5 % (One Percent of the total tender
	sum)

Other's as necessary	Complete as necessary

SECTION III GENERAL CONDITIONS OF CONTRACT

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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 <u>Contract</u> Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) "The Goods" means Goods 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 Goods under this Contract.
- e) "The contractor means the individual or firm providing the Goods 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 Goods 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 tights arising from use of the Goods 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.
- 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 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.

- 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 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.
- 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 Goods 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 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.

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.

3.12 Termination of insolvency

The procuring entity may at the 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.
- 3.13.2For the remaining part of the contract after termination the procuring entity may elect to cancel the Goods and pay to the contractor on agreed amount for partially completed Goods.

3.14 Resolution of disputes

The procuring entity's 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 its 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.

SECTION VI – DESCRIPTION OF GOODS

{as per the Price Schedule Of Goods.)

Tender No. EU/ONT/14/2019-2020: Supply and Delivery of Library Books (MAIN CAMPUS) "Transforming Lives Through Quality Education"

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

FORM OF TENDER

Date	
Tender No	

То.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

Having examined the tender documents including Addenda Nos.....[insert numbers, the of which is hereby duly acknowledged, wed, the undersigned, offer to provide.[description of Goods] 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.

- 1. We undertake, if our Tender is accepted, to provide the Goods in accordance with the Goods schedule specified in the Schedule of Requirements.
- 2. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to ______ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
- 3. 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.
- 4. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated	this		day	of	20
[signature]		[In	the	capacity	of]
Duly authori	zed to sign	tender for and on behalf of_			

PRICE SCHEDULE OF GOODS

Name of Tenderer _____ Tender Number _____. Page ____of _____.

		1	1	1	1	1	1	
						0.000		
S/N	ISBN	TITLE	AUTHOR	YEAR	PUBL	QTY	UNIT COST	Total cost
		An introduction	O'Grady					
		to contemporary	William and					
		linguistics	Archibald		Bedford/St.			
1	978-1319039776	analysis	John	2018	Martin	1		
		Arab women			State			
		novelists: the			University of			
		formative years	Zeidan, Joseph		New York			
2	978-0791421727	and beyond	Т.	1995	Press	3		
		Aringindin and						
		the						
		nightwatchmen:						
		A play						
		(Heinemann						
		frontline	Osofisan,					
3	`978-9781291807	series)Pb	Femi	1991	Heinemann	2		
3	978-9781291807		Femi	1991	Heinemann	2		
		Contemporary						
		African						
		Literature: New			Carolina			
		Approaches			Academic			
4	978-1611630299	(African World)	Ojaide, Tanure	2012	Press	3		
		Contemporary						
		Arab Women						
		Writers						
		(Routledge						
		Research in						
		Postcolonial						
		Literatures) 1st	Valassopoulos,					
5	978-1138010345	Edition	Anastasia	2014	Routledge	1		
5	976-1156010545	Edition		2014	Koutleuge	1		
		C	O' Grady,					
		Contemporary	William &					
		linguistics	Archibald,		_			
6	978-0321836151	analysis, 8th ed.	John	2015	Pearson	1		
		David's Story						
		(Women Writing						
7	978-0795701092	Africa). 2nd ed.	Wicomb, Zoe	2002	Kwela Books	3		
		Four Farcical						
		Plays (Saros Star	Saro-Wiwa,		Saros Int'l			
8	[^] 9781870716093	Series)	Ken	1989		3		
~		Francophone				-		
		Voices of the						
		"New" Morocco						
		in Film and						
		Print:						
		(Re)presenting a						
_		Society in			Palgrave			
9	978-1349379866	Transition	Orlando, V.	2009	Macmillan	1		
		Maghrebian						
		Mosaic: A						
		Literature in	Mortimer,		Lynne Rienner			
10	978-0894108884	Transition (Hb)	Mildred P.	2000	Pub	1		
						t		
		Men of the	Zukiswa					
11	`978-0795702983	South pb	Wanner	2011	Kwela Books	1		

Tender No. EU/ONT/14/2019-2020: Supply and Delivery of Library Books (MAIN CAMPUS) "Transforming Lives Through Quality Education"

S/N	ISBN	TITLE	AUTHOR	YEAR	PUBL	QTY	UNIT COST	Total cost
12	978-0321081063	The Middle East and North Africa: A Political Primer	Weather, Joseph	2002	Longman	1		
13	978-0-472-05368- 1	The Rise of the African Novel: Politics of Language, Identity, and Ownership	Ngugi, Mukoma Wa	2018	University of Michigan Press	3		
14	978-1447335658	Too Much Stuff: Capitalism in Crisis	Yamamura, Kozo	2017	Policy Press	3		
15	978-1108444859	A Concise history of history	Woolf, Daniel	2019	Cambridge University Press	1		
16	<u>`9780131850873</u>	A guide to your history course: what every student needs to know	Clark , Vincent A.	2018	Pearson	1		
17	`9781107624474	A History of African popular culture A practical guide	Barber, Karin	2018	Cambridge University Pres	3		
18	`9781472529985	to studying history: skills and approaches(HB)	Loughran, Tracey (ed.)	2017	Bloomsbury Academic	1		
19	`1138242292	Africa in world affairs: politics of imperialism, the old War and globalisation	Harshé, Rajen	2019	Routledge	1		
20	`9781138559349	Africa's big men (global Africa)	Yacob-Haliso, Olajumoke	2018	Routledge	1		
21	`9781108446167	African freedom: how Africa responded to independence	Taoua, Phyllis	2018	Cambridge University Pres	1		
22	`9780199939817	Doing history: an introduction to the historian's craft, with workbook activities	Pojmann, Wendy	2015	Oxford University Press	1		
23	`9781133587880	Doing history: research and writing in the digital age	Galgano, Michael J.	2012	Cengage Learning	1		
24	<u>`9780199923007</u>	From Herodotus to H-Net: The Story of Historiography	Popkin ,D Jeremy	2015	Cambridge University Press	1		
25	<u>`9781138905849</u>	History, memory and public life: the past in the present	Maerker, Anna	2018	Routledge	1		

S/N	ISBN	TITLE	AUTHOR	YEAR	PUBL	QTY	UNIT COST	Total cost
		History: an introduction to theory, method and practice 2nd						
26	`1138924008	ed.	Claus, Peter	2017	Routledge	1		
27	`9781509525546	History: Why It Matters 1st Edition (HB)	Hunt, Lynn	2018	Polity	1		
28	`9781107602397	Human rights in Africa (new approaches to African history)	Ibhawoh, Bonny	2018	Cambridge University Pres	3		
29	<u>`9781138192638</u>	Interpretations of History: from Confusius to Tonybee, 1st edition	Alban G. Widgery	2018	Routledge	1		
30	<u>`9781780761527</u>	Managing heritage, making peace: history, identity and memory in contemporary Kenya(HB)	Coombes, Annie E.	2014	I.B. Tauris	1		
31	978-1138188235	On the writing of history (HB)	Charles Oman	2018	Routledge	1		
32	`9781138297173	Politics in developing countries	Kingsbury, Damien	2019	Routledge	1		
33	`9780765645913	Public history a text book of practice	Causin, Thomas	2016	Routledge	1		
34	`9781138640047	The use of history (Routledge library editions: historiography)	Rowse, A. L.	2019	Routledge	1		
35	` 9781350033283	What is public history globally?: working with the past in the present	Ashton, Paul	2019	Bloomsbury Academic	1		
36	[^] 9781472587633	World histories from below: disruption and dissent, 1750 to the present	Burton, Antoinette (ed.)	2016	Bloomsbury Academic	1		
37	`9781506362779	Adventures in Social Research 10th ed.	Earl R. Babbie,	2018	SAGE	1		
38	`9781446295151	An Introduction to Data Analysis	Bergin Tiffany	2018	SAGE	1		
39	<u>`9781473982086</u>	An Introduction to the Sociology of Health and Illiness 3rd ed.	White Kevin	2017	SAGE	1		
40	`9781544326924	An Invitation to Environmental	Bell M Michael	2019	SAGE	1		

S/N	ISBN	TITLE	AUTHOR	YEAR	PUBL	QTY	UNIT COST	Total cost
		sociology						
4.1	0201422015012	Analyzing	Gibbs R	2010				
41	<u>`9781473915817</u>	qualitative data Case Study	Graham	2018	SAGE	1		
		Research and						
42	`9781506351285	Application	Yin K Robert	2017	SAGE	1		
		Childhood						
		Culture and	Wyness					
43	`9781446296127	Society	Michael	2018	SAGE	3		
	0701402270202	Constructing	Ragin C	2010		1		
44	<u>`9781483379302</u>	Social Research	Charles	2018	SAGE	1		
		Contemporary Sociological						
		Theory and its						
45	[^] 9781506339412	Classical	Ritzer George	2018	SAGE	1		
		Content	Krippendorff					
46	` 9781506395561	Analysis	Klaus	2018	SAGE	1		
		Criminological	Treadwell					
47	<u>`9781473975705</u>	Ethnography	James	2019	SAGE	1		
40	0701472007577	Critical Social	Constant Deserves	2019	SACE	1		
48	<u>`9781473907577</u>	Research Ethics Doing	Smart Barry	2018	SAGE	1		
		conversation						
		Discourse and						
		document						
49	`9781473913615	analysis	Rapley Tim	2018	SAGE	3		
		Doing						
50	20501 (52002522	Criminological		2010				
50	<u>`9781473902732</u>	Research	Davies Pamela	2018	SAGE	1		
51	[^] 9781473913332	Doing Ethnography	Coffey Amanda	2018	SAGE	1		
51	9701473913332	Doing focus	Barbour	2018	SAGE	1		
52	`9781473912441	groups	Rosaline	2018	SAGE	3		
		Doing	Brinkmann					
53	`9781473912953	interviews	Svend	2018	SAGE	1		
		Doing						
5 4	0201422012112	Trangulation &		2010		1		
54	<u>`9781473912113</u>	mixed methods Facing an	Flick Uwe Elizaga S	2018	SAGE	1		
55	`9781526435576	Unequality	Raquel	2018	SAGE	3		
55	7101520155570	· · ·	Ruquei	2010	DITCL	5		
56	[^] 9781506347783	Global Problem Global Solution	Chirico A Jo	2018	SAGE	1		
50	9781300347783	How to do	Chintee A Jo	2016	SAGE	1		
		Media cultural						
57	978-1849207867	Studies	Jane Stokes	2012	SAGE	1		
		Innovation in						
		Mixed Methods						
58	`9781473906693	Research	Poth N Cheryl	2018	SAGE	1		
50	10701446005424	Interpreting	Silverman	2015	SACE	1		
59	<u>`9781446295434</u>	qualitative data Investigating	David	2015	SAGE	1		
60	`9781446287521	Research	Layder Dereh	2018	SAGE	1		
00	2101 110201321		Lugaei Deleli	2010	UNOL	1		1
61	<u>`0781446260206</u>	Key Concepts in Gender studies	Dilahar Jana	2016	SACE	2		
	<u>`9781446260296</u>		Pilcher Jane	2016	SAGE	3		
62	<u>`9781473989344</u>	Prostitution	Sanders Teela	2017	SAGE	1		
		Qualitative	Lindlof R					
63	`9781452256825	Communication	Thomas	2017	SAGE	1		

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		Research							
		Qualitative data							
61	<u> </u>	analysis Awith	Bazeley	2010	SACE		1		
64	<u>`9781526449948</u>	Nvivo Race and	Patricia	2019	SAGE		1		
65	`9781446287394	Society	Petel Tina	2017	SAGE		3		
	070 144600541	Racism and the		2010					
66	978-1446298541	Media	Titley Gavan	2019	SAGE		1		
67	<u>`9781412961776</u>	Racisms Reflective	Garner Steve	2017	SAGE		3		
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		Religion in	Robert A keith	2019	SAGE				
(0)	207915062660667	Sociological					1		
69	<u>`97815063660667</u>	perspective					1		
70	`9781138688544	Social Inequality Social Scientific	Booth w loise	2018	SAGE		1		
71	`9781526426857	Research	Brancati Dawn	2018	SAGE		1		
		The Sage							
		Handbook of Online Research	Fielding G						
72	`9781473918788	Methods	Nigel	2018	SAGE		1		
		The Sage	6						
		handbook of qualitative							
73	`9781473970977	Research Ethics	Iphofen Ron	2018	SAGE		1		
		The social life of					-		
74	`9781452286976	gender	Ray Raka	2018	SAGE		1		
		The Socialogy of Health and							
75	`97815444326245	Illiness	Conrad Peter	2018	SAGE		1		
		The Sociology							
76	[•] 9781446272992	of Early Childhood	Gabriel Norman	2017	SAGE		1		
10	<i>y</i> /01/10//2/2//2	The Sociology	Chalari	2017	DITOL		1		
77	`9781446272046	of the Individual	Athanasia	2016	SAGE		1		
		Using and							
		Interpreting Statistics in the							
		Social							
		Behavioural and	Wagner E						
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		Violence and							
80	` 9781473907911	society Adult continuing	Ray Larry	2018	SAGE		1		
		and extension	Sarat, Hema						
81	`9789351248644	education	N.	ASTRAL		2018	1		
		Agriculture extension and							
		rural							
82	`9789380428376	development	Singh	Narendra		2012	1		
		Community development in							
		development in Asia and the							
		Pacific	Pawar,						
83	`978-0415646833	(Routledge	Monohar S.	Routledge		2012	1		

S/N	ISBN	TITLE	AUTHOR	YEAR	PUBL	QTY	UNIT COST	Total cost
		studies in						
		development						
	978-	Community						
		development: a		Policy				
84	1447348177	critical approach Extension	Ledwith, M.	Press	202	0 1		
		communication						
85	`9788127268404	and management	Ray, G. L.	Kalyani	201	7 1		
		Extension	,					
86	[^] 9789327257472	education	Singh, Ranjit	Kalyani	201	7 1		
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		driven						
		development:						
		private extension						
		and global						
		lessons (public policy and						
		global		Academic				
87	[°] 9780128022313	development)	Zhou, Yuan	Press	201	5 1		
		Objective						
		agricultural	Borua,					
88	`9789327247404	extension	Sajibet al	Kalyani	201	5 1		
		Participatory						
		practice: Community						
		based action for						
		transformative		Policy				
89	` 9781847420121	change	Ledwith, M.	Press	200	9 1		
		Promoting						
		community						
		change: making it happen in the	Homan, Mark					
90	`9781305101944	real	S.	Cengage	201	5 1		
		The community						1
		development	Defilippis,					
91	`978-0415507769	reader 2nd ed.	James	Routledge	201	2 1		
		The heart of						
		community engagement:						
		practitioner						
		stories from						
		across the globe						
		(community						
	N 078	development	Wilson,					
92	` 978- 0367175818	research and practice series)	Wilson, Patricia A.	Routledge	201	9 1		
92	030/1/3010	Training in	i autota A.	Koulleuge	201	2 1		
		extension and						
		rural	Adhikari, M.					
93	`9789351248835	development	М.	ASTRAL	201	8 3		
1		A guide to						
	070150(20(005	Qualitative Field		2015	G A CE			
94	⁹⁷⁸¹⁵⁰⁶³⁰⁶⁹⁹⁵	Research	Bailey A Carol	2017	SAGE	1		
95	978-1526464262	A to Z of classroom	Tracey, Lawrence	2019	SAGE	3		
95	210-1320404202	An Adventure in	Lawrence	2019	SAUE	3		
96	`9781446210451	Statistics	Field Andy	2016	SAGE	1		
90	2/01440210431	Statistics	rieu Alluy	2010	SAUE	1	l	

95-						0		
S/N	ISBN	TITLE	AUTHOR	YEAR	PUBL	QTY	UNIT COST	Total cost
		An A-Z of Creative						
		Teaching in						
		Higher						
97	`9781526401037	Education	Ashton Sylvia	2018	SAGE	1		
71	7701520101057	An Introduction	7 Isinton O'yi'u	2010	UNCL	1		
		to Secondary						
		Data Analysis						
		with IBM						
98	[^] 9781446285770	SSPSS statistics	MacInnes John	2016	SAGE	3		
		Assessment in						
		the Primary						
		Classroom:						
		Principles and			Learning			
99	978-1526449986	practice	Earle, Sarah	2019	Matters	3		
		Conversations						
		about group						
		Concept						
		Mapping						
		Application						
100	2070150(220105	Examples and	77 14	2017	G A GE	1		
100	`9781506329185	Enhancement	Kane Mary	2017	SAGE	1		
		Educational						
		research						
		quantitative, qualitative and						
		mixed	Robert Burke					
101	978-1544337838	approaches(Hb)	Johnson	2019	SAGE	1		
	770 15 11557050	Ethics in Social	Johnson	2017	UNCL	1		
		science Research						
		Becoming						
		Culiturally	Lahman K. E.					
102	` 9781506328614	Responsive	Maria	2017	SAGE	1		
		Growth mindset	Sherria					
103	978-1526460233	Growth mindset	Hoskins	2019	SAGE	1		
		Integrating						
		Analysis in						
		Mixed Methods	Bazeley					
104	`9781412961868	Research	Patricia	2017	SAGE	1		
		Methodologies						
107	070 1472001/07	for practice		2010	CACE.	1		
105	978-1473991606	research	Fulton, John	2019	SAGE	1		
		Primary Science:			loomina			
106	978-1526410931	teaching theory and practice	John spark	2017	learning Matters	3		
106	770-1320410931	Qualitative	John spark	2017	wiatters	3		
		Dissertation						
		Methodology A						
		guide for						
		Research Design	Durdella					
107	`9781506345161	and Methods	Nathan	2017	SAGE	1		
	[°] 9781506350455	Research	Adams A	2017		- ·		1
		Methods	kathrynn	_010				
		Statistics and	5					
108		Application			SAGE	1		
-		STEM in the						
		primary	Helen		Learning			
109	978-1526474353	curriculum	Caldwell	2019	Matters	1		

S/N	ISBN	TITLE	AUTHOR	YEAR	PUBL	QTY	UNIT COST	Total cost
	`9781544318677	Student Study	Adam A					
		Guide with IBM	kathrynn					
		SPSS Work book for						
		Research						
		Methods						
		Statistics and						
110		Application		2018	SAGE	1		
		Teaching creative and						
		critical thinking						
111	978-1526421197	in schools	Grigg, Russell	2018	SAGE	1		
		The trainees	Austin,		Learning			
112	978-1526470607	teacher`s guide	Rebecca	2019	Matters	1		
		Understanding						
		and using						
113	978-1526436610	educational theories	Karl Aubrey	2018	SAGE	1		
113	770-1320+30010	Visual	ixan Aubicy	2010	STOL	1	<u> </u>	
		Communication						
		Understanding						
114	`9781412962247	Images in Media Culture	Alello Glorgia	2019	SACE	1		
114	9781412902247	Your guide to	Alelio Giorgia	2019	SAGE	1		
		successful						
		postgraduate	Elliton C					
115	`9781526411297	study	Goeffrey	2018	SAGE	1		
		Multimodality: a social semiotic						
		approach to						
		contemporary						
116	978-0415320610	communication	Gunther Kress	2009	Routledge	1		
		Bushcraft : the ultimate guide to						
		survival in the						
117	[^] 9781620873618	wilderness	Graves, R	2013	Skyhouse	1		
		Entrepreneurship						
		and small						
		business management in						
		the hospitality						
118	`9780750684484	industry	Lashley, D	2011	ROUTLEDGE	1		
		Entrepreneurship						
		in the hospitality tourism and	Rimmington,					
119	`9781138139718	leisure industries	M	2016	ROUTLEDGE	1		
		Handbook of						
		food processing:						
		food safety, 15540quality						
		and						
		manufacturing	Varzakas, T					
		processes (set of	and Constatino					
120	<u>`9781498721776</u>	two volumes)	Tzia	2017	CRC	1		
		Hospitality marketing						
		management-						
121	`9781119385578	6th ed.	Bojanic, D.C	2016	WILEY	1		

S/N	ISBN	TITLE	AUTHOR	YEAR	PUBL	QTY	UNIT COST	Total cost
		Hotel front office: training			Tata mcGraw-			
122	<u>`9781259026935</u>	manual	Sudir, A	2013	hill	3		
123	978-1535045926	Front Office Operation: A Training Manual for Hospitality Professionals	Chiranjib, Kumar	2016	CreateSpace Independent Publishing Platform	1		
124	`9781259026911	Hotel housekeeping : a training manual	Sudhir, A	2017	McGraw-Hill	1		
		Hotel housekeeping: operations and management 3rd						
125	978-0199451746	ed.	Raghubalan, G	2016	OUP	1		
126	`9780134151908	Introduction to hospitality management	Walker, J.R	2017	PEARSON	1		
		Introduction to Hospitality Management (5th Edition)						
127	978-0134151908	Hardcover Textbook of	Waker, John	2016	Pearson	1		
128	<u>`9780070655737</u>	food and beverage management A.S.P.E.N. parenteral nutrition handbook 2nd	Sudhir, A	2017	TMH Amer Soc of	1		
129	9781889622194	Edition Advanced nutrition and human	ASPEN	2014	Health System	1		
130 131	9781305627857 978-1889622392	metabolism ASPEN Enteral Nutrition Handbook 2nd Revised edition Edition (spiral bound)	Sareen, S.G ASPEN	2017	Learning A.S.P.E.N	1		
120	0780071080470	Food medication interactions 19th	Zapata M.D.	2018	Food Medication	1		
132	9780971089679 9780134038940	ed. Food service organization: a manegerial and systems approach	Zaneta, M.P Marry, B. Gregoire	2018	Interactions	1		
134	[°] 9781845697525	Lifetime nutritional influences on cognition	Benton, D	2011	Woodhead Delivery of L	1		

S/N	ISBN	TITLE	AUTHOR	YEAR	PUBL	QTY	UNIT COST	Total cost
		behavior and psychiatric illness						
		Management practice in			Cognella Academic			
135	9781516510849	dietetics	Hudson, N.	2017	Publishing	1		
		Nutrition and behavior: a multi disciplinary						
136	`9781780644455	approach	Worobey, J	2015	CABI	1		
137	978-1260084481	Nutrition assessment 7th ed. (PB)	Nieman, David	2018	McGraw-Hill Education	1		
		Nutrition	Charney,		Momentum			
138	978-1606507513	assessment (PB)	Pamela	2016	Press	1		
139	978-1305252486	Nutrition counseling and education skills development	Kathleen, D.B	2015	Cengage Learning	1		
140	9781496339140	Nutrition counseling and education skills for dietetics professionals	Holli, B	2017	LWW	3		
		Nutrition	Escott-Stump			-		
141	9781451195323	diagnosis	.S.	2015	LWW	1		
142	9781284078008	Nutrition education: linking research, theory and practice	Conteno Isobel	2015	Jones & Bartlett Learning	1		
143	9781138946255	The sociology of food and agriculture	Carola, M	2016	Routledge	3		
144	`9781773614687	Chemical and biochemical processes	Russano, Evan	2018	Arcler Press	1		
145	`9781773611907	Bacterial cell biology	Bouisset, Olivia	2018	Arcler Education	1		
146	`9781773614731	Fungi and their utilizations	Iftikhar, Rabia	2018	Delve Publishing	1		
147	`9781773612454	Marine mammal biology	Pandya, Pooja	2018	Delve Publishing	1		
148	<u>`9789388386937</u>	Principles of inorganic chemistry 3rd rev. ed.	Sodhi, G. S.	2019	MV Learning	3		
149	978-3030032401	A Concise Introduction to Measure Theory 1st ed.	Satish Shirali	2018	Springer	1		
150	`9789380250649	Analysis I: Third Edition (Texts and Readings in Mathematics)	Tao, Terence	2016	Hindustan Book Agency	1		

S/N	ISBN	TITLE	AUTHOR	YEAR	PUBL	QTY	UNIT COST	Total cost
		Analysis II: Third Edition						
		(Texts and						
		Readings in			Hindustan			
151	[^] 9789380250656	Mathematics)	Tao, Terence	2016	Book Agency	1		
		Calculus in 3D:						
		geometry,						
		vectors and			American			
150	10701470442602	multivariate	Nitecki,	2019	Mathematical	1		
152	`9781470443603	calculus Differential	Zbigniew	2018	Society	1		
		equations: from						
		calculus to						
		dynamical			American			
		systems (2nd	Noonburg,		Mathematical			
153	`9781470444006	ed.)	Virginia W.	2019	Society	1		
		Differential						
		equations:	Domas Maria					
154	`9781773614038	theory and applications	Borres, Maria Catherine	2018	Arcler Press	1		
1.04	2101113014038	applications	Caulerille	2018	AICICI FIESS	1		
		Journey into			American			
1.5.5		discrete		2010	Mathematical			
155	`9781470446963	mathematics	Byer, Owen D.	2018	Society	1		
		Manifolds and			American			
		differential	Less, Jeffrey		Mathematical			
156	`9780821848159	geometry	М.	2010	Society	1		
		Mathematical						
		modelling of	Kamalanand,					
157	`9788193593813	systems and anaysis	Kamalahand, K.	2018	PHI Learning	3		
157	7700175575015	anaysis	IX.	2010	1 III Learning	5		
					American			
150	<u> </u>	T1	Robert,	2019	Mathematical	1		
158	<u>`9781470447816</u>	Topology now Applications of	Messer	2018	Society	1		
		nanofluid						
		transformation						
		and heat transfer	Sheikholesmi,					
159	[°] 9781522575955	simulation	Mohsen	2018	IGI Global	1		
		Electrostatics at	Zurcher,		IOP Concise			
160	`9781643271835	molecular level	Ulrich	2018	Physics	1		
		Geochemistry						
		geophysics,	Bhatnagar,		Delve			
161	<u>`9781773613635</u>	geosystems	Navodita	2018	Publishing	1		
		Optical fiber						
		muiltiplexing and emerging	Murshid, Syed		IOP Concise			
162	`9781681745688	techniques	H.	2018	Physics	1		
102	2701001710000	Physics of		2010	1 11, 5105	1		
		condensed	Dexter, Jae					
163	[^] 9781773612232	matter	Lord	2019	Arcler Press	1		
			Petritsch,					
		1	Klaus	2018	Arcler Press	1		1

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		Quantum mechanics for						
165	`9781773610634	applied nanotechnology	Ali, Syeda Ramsha	2018	Arcler Press	1		
105	7701775010051	The physics and	Rumbhu	2010	Medical	1		
		technology of	Mc Dermott,		Physics Pub			
166	<u>`9781930524989</u>	radiation therapy Theriogenology,	Patrick	2018	Corp	1		
		An Issue of						
		Veterinary Clinics of North						
		America: Small Animal Practice						
		(The Clinics:						
		Veterinary Medicine) 1st	Christens,					
167	978-0323610841	Edition (HB)	Bruce W.	2018	Elsevier	1		
		Applied						
		veterinary gynaecology and	Ganti A.					
168	978-8123927855	obstetrics	Sastry	2015	CBS	1		
		Radiography of						
		the dog and cat:						
		guide to making and interpreting	M. C.					
169	`9781118547472	radiographs.	Muhlbauer Keith A.	2013 2016	WILEY	1		
		Small animal	Hnilic	2010				
		dermatology: a color Atlas and						
170	[^] 9780323376518	therapeutic guide,4th ed.			SAUNDERS	3		
170	9780323370318				SAUNDERS	5		
		Turner and McIlwraith's						
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171	978-1118273234	large animal surgery 4th Ed.	Dean A.	2013	WILEY	1		
		Veterinary						
		andrology and						
		artificial insemination in						
172	978-9385516580	domestic animals	M K Tandle	2017	NIPA	1		
		A handbook for		2017	- 144 - 4			
172	079 0251117027	veterinary	Kurra,	2017	CDG			
173	978-9351117827	physician	Venkata	2016	CBS	1		
		Large animal internal	Bradford P.					
174	`9780323088398	medicine,5th ed.	Smith	2014	MOSBY	1		
		Miller's anatomy of the dog. 5th	Howard E.					
175	978-0323546010	ed.	Evans	2019	SAUNDERS	1		

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		Question bank of						
		veterinary pathology for						
		competitive						
176	[^] 9789384053093	examinations	M. MONDAL	2015	CAR	3		
		Textbook of						
		veterinary diagnostic						
		radiology, 7th	Donald E.					
177	`9780323482479	Ed.	Thrall	2018	SAUNDERS	1		
	`9780323312110	Textbook of	Stephen J.	2017				
		veterinary internal	Ettinge					
		medicine expert						
		consult-(set of						
178		2 vols.) The Merck			SAUNDERS	1		
		manual of						
		diagnosis and						
179	`9780911910612	therapy, 20ed.	Merck	2018	MERCK	1		
100		Veterinary	Alexandra					
180	`9781405192477	anaesthesia Veterinary	Dugdale	2010	WILEY	1		
		clinical						
		diagnostic			ACADEMIC			
181	978-8123913711	technology	Prasad, B	2006	CELL	3		
		Veterinary Obstetrics	Walter, Long	2018	FORGOTTEN BOOKS			
100		Obstetries			BOOKS			
182	<u>`9781333494094</u>					1		
		Veterinary			Literary			
183	978-1258280291	obstetrics and genital diseases	Roberts, S. J.	2012	Licensing, LLC	1		
105	976-1236260291	Veterinary	Koberts, S. J.	2012		1		
184	⁹⁷⁸⁰⁴⁷⁰⁹⁶⁰⁴⁰⁰	ophthalmology	Gelatt, Kirk N.	2013	WILEY	1		
		Withrow and	Vail, David	2019				
		MacEwen's small animal	M.(ed.)					
		clinical						
		Oncology 6th						
185	978-0323594967	Ed.			SAUNDERS	1		
		August's Consultations in						
		feline internal						
186	978-0323226523	medicine vol.7	Little, Susan	2015	Saunders	1		
187	978-0323443296	Equine internal medicine	Stephen M. R	2017	Saunders	1		
10/	910-0323443290	meurine		2017	Saunuers			
		Veterinary						
		medicine: a						
		textbook of diseases of cattle						
		sheep pigs goats						
		1 T T O O	Hinchcliff	2017	Saunders Ltd	1		1

(MAIN CAMPUS) "Transforming Lives Through Quality Education"

S/N	ISBN	TITLE	AUTHOR	YEAR	PUBL	QTY	UNIT COST	Total cost
		Withrow and MacEwens small						
		animal clinical						
189	978-0323594967	oncology	David M.	2019	Saunders	1		
		Applied						
		veterinary						
190	9788123927855'	gynaecology and obstetrics	Kumar Pradeep	2015	CBS	3		
170	7700123727033		Trudeep	2015	CDD	5		
		Bovine	Hopper					
191	9781118470831'	reproduction	Richard	2014	Blackwel	1		
		Small animal	Michael S.		Mark Morris			
192	9780615297019'	clinical nutrition	Hand	2010	Institute	1		
		Canine and feline infectious						
193	9781437707953'	diseases	Skykes	2013	Saunders	1		
		Small Animal Internal						
		Medicine 6th	Nelson,					
194	978-0323570145	Edition	Richard W.	2019	Elsevier	1		
		The Meet						
		The Merck Veterinary						
195	9780911910612'	manual	Susan E. A	2015	Merck	3		
		Small Animal Dermatology:						
		What's Your	Ŧ		XX 7'1			
196	978-1119311119	Diagnosis? 1st Edition	Jane Coatesworth	2019	Wiley- Blackwell	1		
		Small Animal						
10-		Dermatology: A	Hnilica Keith		a .			
197	978-0323376518	Color Atlas and $EU/ONT/14/$	Α	2016	Saunders	1		13

S/N	ISBN	TITLE	AUTHOR	YEAR	PUBL	QTY	UNIT COST	Total cost
		Therapeutic Guide 4th Edition						
						258		

Signature of tenderer _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

- i. Quoted prices should include VAT and transport to Egerton University Njoro, Campus.
- i. No alternative offer will be accepted by the University

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 materials and spares. Viz......[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the spares in the sum of[contract price in words and figures]

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 materials and spares 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 materials and spares 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 here to 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_____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

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

Business Name		
Location of Business Premises		
Plot No,	Street/Road	
Postal addressTel No	Fax Ema	il
Nature of Business		
Registration Certificate No.		
Maximum value of business which you	can handle at any one time $-$	Kshs
Name of your bankers		
Branch		
Par	t 2 (a) – Sole Proprietor	
Your name in full		
Nationality		
Citizenship details	.country of origin	• • • • • • • • • • • • • • • • • • • •
	art 2 (b) – Partnership	
Given details of partners as follows		
	Citizenship details	Shares
1	-	
2		
3		
4		
	(c) – Registered Company	
Private or Public		
State the nominal and issued capital of	f company	
Nominal Kshs.	1	
Issued Kshs.		
Given details of all directors as follow	'S	
Name Nationality	Citizenship details	Shares
1	_	
2		
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 provision of

[name and/or description of the Goods]

(hereinafter called "the Tenderer").....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[name of procuring entity](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 2019.

THECONDITIONSofthisobligationare:1. If the tenderer withdraws its Tender during the period of tender validity specified by the
tendererontheTendervalidity specified by the
Form;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 arnouut 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 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)

PERFORMANCE SECURITY FORM

То:

[name of the 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 Goods](Hereinafter called "the contract")

AND WHEREAS it bas 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:

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 2019

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

Tender No. EU/ONT/14/2019-2020: Supply and Delivery of Library Books (MAIN CAMPUS) "Transforming Lives Through Quality Education"

BANK GUARANTEE FOR ADVANCE PAYMENT

То.....

[name of tender].....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

.....

[name and address of tenderer][hereinafter called "the tenderer"] shall deposit with the Procuringentity a bank guarantee to guarantee its proper and faithful performance under the said clause ofthecontractinanamountof[amountofguaranteeinfiguresandwords].We,the

[bank or financial institution], 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].

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We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder 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 and 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 instit	tution]			

[address] [date]

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

То:_____

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

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO......OF......2019......

BETWEEN

.....APPLICANT

AND

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:-

FOR OFFICIAL USE ONLY

SIGNED

Board Secretary

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

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

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.

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 in the Republic of do hereby make a statement as follows:-

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

SECTION IX: EVALUATION CRITERIA FORM

The tenderer is expected to dully fill general information and stage 4 of this form **General Information**

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

Evaluation Stages

Stage 1: Mandatory Requirements (Preliminary evaluation)

Applicants **must** qualify in all the requirements below for them to proceed to the Evaluation Stage 2-Technical evaluation.

Preliminary /Mandatory Requirements/ Particulars of eligible tenders; Bidder Must attach

- Form of Tender- Dully filled signed and stamped
- > Valid Tax Compliance Certificate (will be confirmed through KRA TCC checker)
- > -Dully filled and signed and stamped anti-corruption Declaration form in the bid document.
- > -Dully filled, signed and stamped Confidential Business questionnaire
- > 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.
- > Dully filled, signed and stamped non-debarment Declaration form in the bid document
- 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)

Stage 2: Financial Stage:

- The financial evaluation will be based on the lowest responsive evaluated cost basis I. subject to bidder having quoted for the correct ISBN Number. All prices must include supply, delivery, and taxes. The lowest responsive evaluated bidder will be awarded the tender.
- Quoted prices should include VAT and transport to Egerton University Njoro, II. Campus
- III. No alternative offer will be accepted by the University
- In case of discrepancy between amount in figures & words, the amount in words IV. shall prevail.

Stage 4: 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):

