

EGERTON



UNIVERSITY

**TENDER NO. EU/ONT/11/2019-2020  
SUPPLY AND DELIVERY OF LABORATORY EQUIPMENT FOR  
PI FLAIR PROJECT**

**(OPEN TENDER)**

**FIRMS/GROUPS OWNED BY YOUTH, WOMEN OR PWD ARE ENCOURAGED  
TO PARTICIPATE**

**NOVEMBER, 2019**

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## SECTION I – INVITATION TO TENDER

**Date:** 13<sup>TH</sup> November 2019

**Tender No:** EU/ONT/11/2019-2020

**Tender Name:** SUPPLY AND DELIVERY OF LABORATORY EQUIPMENT  
FOR PI FLAIR PROJECT

- 1.1.1** Egerton University invites sealed tenders **SUPPLY AND DELIVERY OF LABORATORY EQUIPMENT FOR PI FLAIR PROJECT**
- 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.
- 1.3.1 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.
- 1.3.2 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 3<sup>rd</sup> December 2019 at 11.00 a.m at Procurement Boardroom.**
- 1.5 Tender 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 C. Murigi  
Ag. Deputy Chief Procurement Officer  
FOR: VICE CHANCELLOR**

## SECTION II - INSTRUCTIONS TO TENDERERS

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## **2.1 Eligible Tenderers**

- 2.1.1 This invitation for tenders is OPEN tenderers eligible as described in the Invitation to Tender. Successful tenderers shall be contracted for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the schedule of requirements.
- 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 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 the firm or any of its officials which have been engaged by the procuring entity to provide consulting services for the preparation of the design specifications and other documents to be used for the purpose of this invitation to tender.
- 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.1,000/=
- 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 documents comprise the documents listed below and addenda issued in accordance with clause 2.7 of these instructions to tenderers.
- (i) Instructions to tenderers
  - (ii) General Conditions of Contract
  - (iii) Special Conditions of Contract
  - (iv) Schedule of particulars of tender
  - (v) Form of Tender
  - (vi) Price Schedules
  - (vii) Contract Form
  - (viii) Confidential Business Questionnaire Form
  - (ix) Tender securing declaration Form
  - (x) Performance security Form
  - (xi) Authorization Form
  - (xii) Declaration form

- (xiii) Request for Review Form
- (xiv) Anticorruption declaration form

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

## **2.4 Clarification of tender Documents**

2.4.1 A prospective tenderer making inquiry on the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives 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 candidates who have received the tender documents.

2.4.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

## **2.5 Amendment of tender 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 amendment.

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 Tenders**

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and 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**

2.7.1 The tender prepared by the tenderer shall comprise the following components:  
(a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below

- (b) documentary evidence established in accordance with paragraph 2.12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) tender security furnished in accordance with paragraph 2.12

## **2.8. Form of Tender**

2.8.1 The tenderer shall complete the Form of Tender and the Price Schedules furnished in the tender documents, indicating the particulars of the tender.

## **2.9. Tender Prices**

2.9.1 The tenderer shall indicate on the Price Schedules the unit prices and total tender price of the particular of tender under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the amounts to be paid by the tenderer to the procuring entity for the particulars of the tender under the contract.

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

2.9.4 The prices shall remain fixed for one year within the framework contract agreement

## **2.10. Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise stated in the appendix.

## **2.11. Tenderers Eligibility and Qualifications**

2.11.1 Pursuant to paragraph 2.1.1 and 2.1.2 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.

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

## **2.12. Tender Security Declaration Form**

All bidders are required to dully fill, sign& stamp the Tender securing declaration form. Failure to which shall lead to disqualification.

## **2.13. Validity of Tenders**

2.13.1 Tenders shall remain valid for 90 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

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

#### **2.14. Format and Signing of Tenders**

2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

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

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

#### **2.15 Sealing and Marking of Tenders**

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

2.15.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender bear tender number and name in the Invitation to Tender and the words, "DO NOT OPEN BEFORE" **Tuesday 3<sup>rd</sup> DECEMBER, 2019 at 11.00 a.m at Procurement Boardroom**

2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

#### **2.16. Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2.

2.16.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 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**

2.17.1 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 entity prior to **Tuesday 3<sup>RD</sup> DECEMBER, 2019 at 11.00 a.m at Procurement Boardroom.**

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than **Tuesday 3<sup>RD</sup> DECEMBER, 2019 at 11.00 a.m at Procurement Boardroom.**

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

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

## **2.18. Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at Egerton University Procurement department boardroom, Njoro Campus and in the location specified in the Invitation of tender. The tenderers' representatives who are present shall sign a register evidencing their attendance

2.18.2 The tender's 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.

2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of Tenders**

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

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

## **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 sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 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.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, 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 single currency**

- 2.21.1 Where other currencies are used, the Procuring entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

## **2.22. Evaluation and Comparison of Tenders**

- 2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The 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 2.22.3.

(a) Operational plan proposed in the tender;

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

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

(a) Operational Plan

(i) The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenderers 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

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

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

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

**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 Post-qualification**

2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the highest evaluated responsive tender is qualified to perform the contract satisfactorily.

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

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

## **2.25 Award Criteria**

2.25.1 Subject to paragraph 2.29 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.

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

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

## **2.26. Procuring entity's right to accept or reject any or all tenders**

2.26.1 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. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

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

2.26.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.27 Notification of Award**

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

2.27.2 The notification of award will constitute the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity

pursuant to clause 2.29. Simultaneously the unsuccessful tenderers shall be notified that their tenders have been unsuccessful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.30, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.29 Signing of Contract**

2.29.1 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.

2.29.2 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.

2.29.3 The contract will be definitive upon its signature by the two parties.

2.29.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## **2.30 Performance Security**

2.30.1 The successful tenderer shall furnish the performance security in accordance with the Appendix to instructions to tenders, in a form acceptable to the Procuring entity.

2.30.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next highest evaluated tender or call for new tenders.

## **2.31 Corrupt or Fraudulent Practices**

2.31.1 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.

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

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

## Appendix to instructions to Tenderers

The following information for sourcing of fuel smart cards of Egerton University shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the Instructions to Tenderer-s.

Instructions to Tenderers Reference	Particulars Of Appendix To Instructions To Tenderers
2.1.1	<p><b>Particulars of eligible tenders;</b></p> <p><b>A) MANDATORY EVALUATION STAGE</b></p> <ul style="list-style-type: none"><li><b>i)</b> Form of Tender- Dully filled signed and stamped</li><li><b>ii)</b> - A copy of certificate of Registration /Incorporation</li><li><b>iii)</b> -Copy of Valid Tax Compliance certificate ( Will be confirmed through TCC checker with KRA)</li><li><b>iv)</b> Dully filled and signed and stamped anticorruption Declaration form</li><li><b>v)</b> Dully filled and signed and stamped non debarment Declaration form</li><li><b>vi)</b> -Dully filled ,signed and stamped Confidential Business questionnaire</li><li><b>vii)</b>–Must attach an Original tender security of kshs.<b>20,000.00</b> from a reputable commercial bank in Kenya or from an insurance company approved by PPRA and <b>MUST</b> be valid for 120days from the date of tender opening. <b>AND</b> for companies/firms owned by Youth/Women/PWD to dully fill sign and stamped <b>Tender Securing Declaration Form</b> together with a <b>VALID</b> copy of AGPO from National Treasury.</li><li><b>viii)</b> 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)</li></ul> <p><b>STAGE 2. FINANCIAL EVALUATION STAGE</b></p> <ul style="list-style-type: none"><li><b>a)</b> The financial evaluation will be based on the lowest responsive evaluated cost basis .All prices must include supply, delivery and taxes.</li><li><b>b)</b> The lowest evaluated bidder will be awarded the tender.</li><li><b>c)</b> <b>The Tender sum read out during the tender opening MUST be absolute/accurate</b> and final, will not be subjected to arithmetic error correction.</li></ul>

<b>2.12.1</b>	Original tender security of kshs. <b>50, 000.00</b> from a reputable commercial bank in Kenya or from an insurance company approved by PPRA and MUST be valid for <b>120days</b> from the date of tender opening.
<b>2.15.2</b>	Date of closing and opening of the tender <b>Tuesday 3<sup>RD</sup> DECEMBER, 2019 at 11.00 a.m (Submission day, date and time)</b>
<b>2.16.1</b>	As 2.15.2 above
<b>2.18.1</b>	As in 2.15.2 above
2.25.1	Award criteria: 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.
<b>2.30.1</b>	<b>Performance Security;</b> Only the successful tenderer will be required to provide 3 % of total contract amount.

## **SECTION III - GENERAL CONDITIONS OF CONTRACT**

### **3.1. Definitions**

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

- (a) “The Contract” means the agreement entered into between 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 procuring entity under the Contract by the tenderer for the full and proper performance of the contractual obligations
- (c) “The Procuring entity” means the organization offering the particulars of the tender under this Contract
- (d) “The Contractor” means the organization or firm procuring the particulars of tender under this Contract.
- (e) “GCC” means the General Conditions of Contract
- (f) “SCC” means the Special Conditions of Contract
- (g) “Day” means calendar day

### **3.2. Application**

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

### **3.3. Standards**

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

### **3.4. Use of Contract Documents and Information**

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

3.4.2 The Contractor shall not, without the Procuring entity’s prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contractor’s performance under the Contract if so required by the Procuring entity.

### **3.5. Patent Rights**

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



### **3.6 Performance Security**

- 3.6.1 Within thirty (30) 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 SCC
- 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 company guarantee approved by the Authority.
  - (d) A letter of credit.
- 3.6.4 The performance security will be discharged by the Procuring entity and returned to the Contractor not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

### **3.7. Delivery of services and Documents**

- 3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract

### **3.8. Payment**

- 3.8.1. The method and conditions of payment to be made to the procuring entity under this Contract shall be specified in the SCC
- 3.8.2. Payment shall be made promptly by the contractor, but in no case later than sixty (60) days after submission of an invoice or claim by the procuring entity.

### **3.9. Prices**

- 3.9.1 Prices charged by the procuring entity for particulars provided under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the Contractor 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 amendments signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contract not exceeds one year (12 months)
- 3.9.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

3.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

### **3.10. Assignment**

3.10.1 The Contractor shall not assign, in whole or in part, its obligations under this Contract, except with the Procuring entity's prior written consent.

### **3.11. Termination for Default**

3.11.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:

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

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

### **3.12. Termination for insolvency**

3.12.1 The Procuring entity may at any time terminate the contract by giving written notice to the Contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice 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's convenience, the extent to which performance of the contractor under the contract is terminated and the date on which such termination becomes effective.

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

### **3.14 Resolution of Disputes**

- 3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or disputes arising between them under or in connection with the contract
- 3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

**3.15. Governing Language**

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

**3.16. Applicable Law**

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

**3.17 Force Majeure**

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

**3.18 Notices**

- 3.1.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post, Fax or Email and confirmed in writing to the other party's address specified in the SCC.
- 3.1.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

## SECTION IV – SPECIAL CONDITIONS OF CONTRACT

GCC REFERENCE	SPECIAL CONDITIONS OF CONTRACT
3.6.1	<b>3 % of the contract amount (Performance security)from a reputable commercial bank in Kenya</b>
3.8.1	Shall be made within 30 days after the required goods have been fully delivered to the University.
314.2	Chief Justice of Kenya
3.16.1	Kenya Constitution
3.18.1	Head of Procurement Department P.O Box 536 -20115 Egerton. <a href="mailto:procurement@egerton.ac.ke">procurement@egerton.ac.ke</a>

## **SECTION V - TECHNICAL SPECIFICATIONS**

### **5.1 General**

- 5.1.1 These specifications describe the requirements for Laboratory Equipment for PI FLAIR Project. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc. for the products they intend to supply
- 5.1.2 Tenderers must indicate on the specifications sheets whether the Laboratory Equipment for PI FLAIR Project offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the Laboratory Equipment for PI FLAIR Project to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the Laboratory Equipment for PI FLAIR Project .
- 5.1.4 The tenderers are requested to present information along with their offers as follows:
- (i) Shortest possible delivery period of each product
  - (ii) Manufacturer product data sheet/brochure (from the Laboratory Equipment for PI FLAIR Project from manufacturing company)

## **5.2 SPECIFICATION OF THE LABORATORY EQUIPMENT FOR PI FLAIR PROJECT S**

### **LABORATORY EQUIPMENTS**

#### **“PI FLAIR PROJECT”**

- 1.** Nikon or Equivalent Prostaff 1000 Laser Rangefinder
- 2.** Felco Hand Pruners, Model 4 or Equivalent
- 3.** Corona Classic cut grass shear, 4/1/2”
- 4.** Spoton digital soil compaction meter
- 5.** Extech Digital stopwatch/clock
- 6.** Master lock python cable lock, 6”, keyed different
- 7.** Lite Track 420 GPS Collars
- 8.** scandisk 32GB SDHC Class 4 Memory Card
- 9.** Bushnell Trophy cam HD EssentialE3 Game Camera
- 10.** Handheld Plastic Magnifier
- 11.** 2m metric/English ruler, Rhino Rulers Fiberglass folding ruler
- 12.** All weather rain gauge English
- 13.** Suunto MC2 Navigator mirror sighting compass with built-in clinometers azimuth or Equivalent
- 14.** Ohaus scout SPX Portable Electronic Balance, Model SPX421 or Equivalent
- 15.** Ideal-Mark Leak proof indelible marker black
- 16.** AMS Basic soil sampling Kit
- 17.** AMS Bulk Density soil sampling mini Kit
- 18.** Presco steel wire stake flags 2.5” X 3.5”18” blue, bundle 100 or Equivalent
- 19.** Presco taffta vinyl flagging, Blu Glo or Equivalent
- 20.** Standard Plant Press
- 21.** Heavy Duty Sweep net
- 22.** Keson or Equivalent open reel fiberglass tape 50m, Model OTR-50M or Equivalent
- 23.** Sherman Folding Trap, Aluminum, Large Solid or Equivalent

## SECTION VI - SCHEDULE OF REQUIREMENTS

### Price schedule Form

The prices shall be based on the prevailing market prices.

Procuring entity \_\_\_\_\_

Tenderer name \_\_\_\_\_

Tender number \_\_\_\_\_

Tender Description \_\_\_\_\_

Date \_\_\_\_\_

ITEM	QTY	ITEM DESCRIPTION	UNIT PRICE VAT INCLUSIVE	TOTAL(KSHS) VAT INCLUSIVE
1.	01	Laser Rangefinder or Equivalent		
2.	02	Felco hand pruners or Equivalent		
3.	02	Corona grass shears or Equivalent		
4.	01	Spot on digital soil completion meter or Equivalent		
5.	04	Digital Stop watch		
6.	40	Python cable lock 6"		
7.	40	Scan disk 32GB Memory Card		
8.	40	Bushnell trophy cam HD Essential E3 Game Camera or Equivalent		
9.	02	Handheld Plastic Magnifier		
10.	03	Fiberglass folding ruler		
11.	02	Rain gauge		
12.	02	Compass		
13.	01	Ohaus Portable Electronic Balance or Equivalent		
14.	05	Indelible Marker		
15.	01	AMS Basic Soil Sampling Kit or Equivalent		
16.	01	AMS Bulk Density Soil Sampling Kit		
17.	04	Presco Steel wire stake flags		
18.	10	Presco Taffeta vinyl flagging or Equivalent		
19.	01	Standard Plant press		
20.	02	Heavy duty sweep net		
21.	02	Open reel fiberglass tape 50m		
22.	060	Sherman folding trap or Equivalent		
23.	09	Life track 420 GPS Collars or Equivalent		
		<b>TOTAL AMOUNT TAKEN TO FORM OF TENDER</b>		

Tenderer signature\_\_\_\_\_

Stamp\_\_\_\_\_

(Must be signed by Authorized tenderer representative)

**Note:**

- i. Quoted prices should include VAT and transport to Egerton University Central Stores Njoro, Campus
- ii. No alternative offer will be accepted by the University
- iii. In case of discrepancy between amount in figures & words, the amount in words shall prevail.



## **SECTION VII - STANDARD FORMS**

### **Notes on the sample Forms**

1. **Form of Tender**
2. **Price Schedule Form**
3. **Contract Form**
4. **Confidential Business Questionnaire Form–**
5. **Tender Securing Declaration Form**
6. **Firm’s References**
7. **Performance Security Form-**
8. **Authorization Form -**

**8.1.**

**FORM OF TENDER**

To:

Name and address of procuring entity

Date

Tender No.

Tender Name

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to procure (the particulars of the tender) under this tender in conformity with the said Tender document for the sum of .....  
.....[Total Tender amount in words and figures]  
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to abide by the conditions of the tender.
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. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
5. We understand that you are not bound to accept the highest 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 \_\_\_\_\_

**8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

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

<i>Part 1 – General:</i>				
Business Name .....				
Location of business premises. ....				
Plot No.....		Street/Road .....		
Postal Address .....		Tel No. ....	Fax .....	E mail .....
Nature of Business .....				
Registration Certificate No. ....				
Maximum value of business which you can handle at any one time – Kshs. ....				
Name of your bankers .....		Branch .....		
<b>Part 2 (a) – Sole Proprietor</b>				
Your name in full .....			Age .....	
Nationality .....		Country of origin .....		
• Citizenship details				
<b>Part 2 (b) Partnership</b>				
Given details of partners as follows:				
Name	Nationality	Citizenship Details	Shares	
1. ....	.....	.....	.....	
2. ....	.....	.....	.....	
3. ....	.....	.....	.....	
4. ....	.....	.....	.....	
<b>Part 2 (c) – Registered Company</b>				
Private or Public .....				
State the nominal and issued capital of company-				
Nominal Kshs. ....				
Issued Kshs. ....				
Given details of all directors as follows				
Name	Nationality	Citizenship Details	Shares	
1.....	.....	.....	.....	
2.....	.....	.....	.....	
3.....	.....	.....	.....	
4.....	.....	.....	.....	
5.....	.....	.....	.....	
Date .....		Signature of Candidate .....		

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

### 8.3 TENDER SECURITY FORM

Whereas ..... [name of the tenderer]  
(hereinafter called “the tenderer”) has submitted its tender dated .....  
[date of submission of tender] for the .....[name  
and/or description of the tender] (hereinafter called “the Tender”)  
..... KNOW ALL PEOPLE by these presents  
that WE ..... of ..... having our registered office  
at ..... (hereinafter called “the Bank”), are bound unto .....  
[name of Procuring entity] (hereinafter called “the Procuring entity”) in the sum of  
..... for which payment well and truly to be made to the said  
Procuring entity, the Bank binds itself, its successors, and assigns by these  
presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_  
day of \_\_\_\_\_ 20 \_\_\_\_\_.

THE CONDITIONS of this obligation are:-

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

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

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

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

#### 8.4 CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ between ..... [*name of Procurement entity*] of ..... [*country of Procurement entity*] (hereinafter called “the Procuring entity) of the one part and ..... [*name of tenderer*] of ..... [*city and country of tenderer*] (hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for certain equipment ] and has accepted a tender by the tenderer for the supply of those equipment in the sum of ..... [*contract price in words and figures*] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the equipment and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer in the presence of \_\_\_\_\_

*(Amend accordingly if provided by Insurance Company)*

**8.5 PERFORMANCE SECURITY FORM**

To .....

*[name of Procuring entity]*

WHEREAS ..... *[name of tenderer]* (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. \_\_\_\_\_ *[reference number of the contract]* dated \_\_\_\_\_ 20 \_\_\_\_\_ to supply ..... *[description of tender]* (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:  
THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ..... *[amount of the guarantee in words and figure]* and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of ..... *[amount of guarantee]* as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signed and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

8.6 **BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

To .....  
[name of Procuring entity]

[name of 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 Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of ..... [amount of guarantee in figures and words].

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

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

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

Yours truly,  
Signature and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

## 8.7 MANUFACTURER'S AUTHORIZATION FORM

To *[name of the Procuring entity]* .....

WHEREAS .....*[name of the manufacturer]* who are established and reputable manufacturers of .....  
*[name and/or description of the Equipment]* having factories at .....  
..... *[address of factory]* do hereby authorize .....  
..... *[name and address of Agent]* to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. ....  
..... *[reference of the Tender]* for the above Mattresses manufactured by us.

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

---

*[signature for and on behalf of manufacturer]*

*Note:* This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.



**8.8 LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

*(FULL PARTICULARS)* \_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

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

I,.....  
.....of P.O.Box ..... being a resident of  
..... in the Republic of **Kenya** 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/Proposal/Quotation title/description) for **EGERTON UNIVERSITY** 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 /Seal**

**9.0 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.** ..... (*Insert Tender title/description*) for **EGERTON UNIVERSITY** 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 **EGERTON UNIVERSITY** 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 **EGERTON UNIVERSITY**.
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/Seal.

**1.1. TENDER SECURING DECLARATION FORM**

[The Bidder shall complete in this Form in accordance with the instructions indicated]

Tender: **TENDER FOR SUPPLY AND DELIVERY OF LABORATORY EQUIPMENT FOR PI FLAIR PROJECT S**

**The Vice Chancellor,  
Egerton University,  
P. O. Box 536  
Egerton, Kenya.**

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with **EGERTON UNIVERSITY** starting on **the date of notification of award** if we are in breach of our obligation(s) under the bid conditions, because we-
  - a) Have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
  - b) Having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,
    - i. Fail or refuse to execute the Contract, if required, or
    - ii. Fail or refuse to furnish the Performance security, in accordance with the ITT
3. We understand that this Bid securing Declaration shall expire if we are not the successful Bidder, upon the earlier of
  - i. Our receipt of a copy of your notification of the name of the successful Bidder; or
  - ii. Twenty eight days after the expiration of our tender
4. We understand that if we are in a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

.....  
Name of Tenderer

.....  
Signature of duly authorized person signing the tender

.....  
Name and Capacity of the duly authorized person signing the tender

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

**1.2. 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 for  
provision of printing services: printing and delivery of medical department forms  
(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*]

**8.9 FORM RB 1**

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

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

BETWEEN

.....APPLICANT

AND

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

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

**REQUEST FOR REVIEW**

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

- 1.
  - 2.
- etc.

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

- 1.
- 2.

SIGNED .....(Applicant)

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

---

**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on  
..... day of .....20.....

SIGNED

Board Secretary