



**KISII UNIVERSITY**  
**PO BOX 408-40200 KISII, KENYA**  
**TELEPHONE: 0572503197**  
Website ([www.kisiiuniversity.ac.ke](http://www.kisiiuniversity.ac.ke))

**SUPPLY AND DELIVERY OF LABORATORY EQUIPMENT  
AND MATERIALS FOR SCHOOL OF HEALTH SCIENCE  
TENDER REF NO.KSU/01/2017 – 2018**

**OPENING AND CLOSING DATE: 27<sup>TH</sup> THURSDAY JULY 2017,**

**TIME: 11.30A.M**

**DISPATCHED ON 13<sup>TH</sup> JULY 2017**

**Kisii university 2017**

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## SECTION I INVITATION TO TENDER

### KISII UNIVERSITY

#### OFFICE OF THE VICE CHANCELLOR INVITATION TO TENDER

Kisii University is one of the Public Universities in Kenya. Its known for its research outputs and producing highly professional leaders in the field of Agriculture, Engineering, Health sciences, Law, Social sciences and applied sciences.

The University is located approximately 2 kilometers from Kisii town center off Kisii-Kilgoris road. In order for the University to meet its Obligations the following tenders are herein advertised.

NO	TENDER NUMBER	DESCRIPTION
1	TENDER REF NO. KSU/T/01/2017-2018	SUPPLY AND DELIVERY OF LABORATORY EQUIPMENT AND MATERIALS FOR SCHOOL OF HEALTH SCIENCE

Interested eligible Tenderers to download the document from our website [www.kisiiuniversity.ac.ke](http://www.kisiiuniversity.ac.ke) at your convenience. A complete set of tender documents may be obtained by interested candidates **for free from our website** Prices quoted should be net inclusive of all taxes and cost of delivery must be in Kenya Shillings and shall remain valid for **120 days** from the closing date of the tender.

Duly completed documents in plain sealed envelopes clearly marked with the **Tender number** and addressed to **Vice Chancellor, Kisii University, P.O. Box 408-40200, Kisii, KENYA**, should be deposited in the Tender Box at the University Administration Block not any other place, office or campus, not later than **Thursday 27<sup>th</sup> July 2017 11:30 am** . Opening of the documents will be done immediately thereafter in the presence of the applicants or their representatives who choose to attend at University Conference Room.

**Vice Chancellor  
Kisii University**

## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The Kisii University employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 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 Kisii University to provide consulting services 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 shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

### **2.2 Eligible Goods**

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

### **2.3 Cost of Tendering**

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

## 2.4. The Tender Document

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

2.4.2 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.

## 2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Kisii University in writing or by post at the entity's address indicated in the Invitation to Tender. The Kisii University will respond in writing to any request for clarification of the tender documents, which it receives not later than seven(7) days prior to the deadline for the submission of tenders, prescribed by the Kisii University . 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 that have received the tender document.

2.5.2 The Kisii University 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.

## 2.6 Amendment of Documents

2.6.1 At any time prior to the deadline for submission of tenders, the Kisii University , 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 amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

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

## 2.7 Language of Tender

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Kisii University , shall be written in English language, provided that 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.

## 2.8 Documents Comprising of Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

## 2.9 Tender Forms

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

## 2.10 Tender Prices

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

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be **120 days** from the date of opening of the tender.

## **2.11 Tender Currencies**

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

## **2.12 Tenderers Eligibility and Qualifications**

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

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Kisii University satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Kisii University satisfaction;

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

## **2.13 Goods Eligibility and Conformity to Tender Documents**

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the

- goods for a period of two (2) years, following commencement of the use of the goods by the Kisii University ; and
- (c) a clause-by-clause commentary on the Kisii University Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **2.14 Tender Security**

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.
- 2.14.2 The tender security shall be in the amount of **2%** per cent of the tender sum price.
- 2.14.3 The tender security is required to protect the Kisii University against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Kisii University and valid for thirty (30) days beyond the validity of the tender.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Kisii University as non responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Kisii University .
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28



2.14.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the Kisii University 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 2.27 or
  - (ii) to furnish performance security in accordance with paragraph 2.28

## 2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for **120** days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Kisii University, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Kisii University as non responsive.

2.15.2 In exceptional circumstances, the Kisii University 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 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## 2.16 Format and Signing of Tender

2.16.1 The Kisii University 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.

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 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.

## 2.17 Sealing and Marking of Tenders

2.17.1 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.

2.17.2 The inner and outer envelopes shall:

- (a) be addressed to the Kisii University at the address given in the Invitation to Tender:
- (b) bear, tender number and name in the Invitation for Tenders and the words, **"DO NOT OPEN BEFORE," Thursday 27th July 2017, at 11.30am**

2.17.3 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”.

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Kisii University will assume no responsibility for the tender’s misplacement or premature opening.

## **2.18 Deadline for Submission of Tenders**

Tenders must be received by the Kisii University at the address specified under paragraph 2.17.2 no later than **Thursday 27th July 2017,at 11.30am**

2.18.1 The Kisii University may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Kisii University and candidates previously subject to the deadline will therefore be subject to the deadline as extended

## **2.19 Modification and Withdrawal of Tenders**

2.19.1 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 Kisii University prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.14.7

2.19.5 The Kisii University may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 The Kisii University shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 7 days of receiving the request from any tenderer.

## **2.20 Opening of Tenders**

The Kisii University will open all tenders in the presence of tenderers' representatives who choose to attend, on **Thursday 27th July 2017, at 11.30am at University Conference Room.**

The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.20.2 The Kisii University will prepare minutes of the tender opening.

## **2.21 Clarification of Tenders**

2.21.1 To assist in the examination, evaluation and comparison of tenders the Kisii University 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.

2.21.2 Any effort by the tenderer to influence the Kisii University in the Kisii University tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.22 Preliminary Examination**

2.22.1 The Kisii University 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.

2.22.2 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

2.22.3 The Kisii University 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 effect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Kisii University 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 Kisii University determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the Kisii University and may not subsequently be made responsive by the tenderer by correction of the non conformity.

### **2.23 Conversion to Single Currency**

2.23.1 Where other currencies are used, the Kisii University will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

### **2.24 Evaluation and Comparison of Tenders**

2.24.1 The Kisii University will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The tender evaluation committee shall evaluate the tender within 15 days of the validity period from the date of opening the tender.

2.24.3 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.

### **2.25 Preference**

2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 10%

### **2.26 Contacting the Kisii University**

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Kisii University on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 Any effort by a tenderer to influence the Kisii University in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

### **2.27 Award of Contract**

#### **(a) Post-qualification**

2.27.1 In the absence of pre-qualification, the Kisii University 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.

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Kisii University deems necessary and appropriate.

2.27.3 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 Kisii University will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) **Award Criteria**

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

(c) **Kisii University Right to Vary quantities**

2.27.5 The Kisii University reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) **Kisii University Right to accept or Reject any or All Tenders**

2.27.6 The Kisii University 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 Kisii University action

**2.28 Notification of Award**

2.28.1 Prior to the expiration of the period of tender validity, the Kisii University will notify the successful tenderer in writing that its tender has been accepted.

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Kisii University will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

**2.29 Signing of Contract**

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

- 2.29.2 The parties to the contract shall have it signed within 7days from the date of notification of contract award unless there is an administrative review request.
- 2.29.3 Within seven (7) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Kisii University .

### **2.30 Performance Security**

- 2.30.1 Within Thirty (30) days of the receipt of notification of award from the Kisii University , 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 Kisii University .
- 2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Kisii University may make the award to the next lowest evaluated Candidate or call for new tenders.

### **2.31 Corrupt or Fraudulent Practices**

- 2.31.1 The Kisii University requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;
- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Kisii University , and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Kisii University of the benefits of free and open competition;
- 2.31.2 The Kisii University 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**

### **Notes on the Appendix to the Instruction to Tenderers**

1. The Appendix to instructions to tenderers is intended to assist the Kisii University in providing specific information in relation to the corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The Kisii University should specify in the appendix information and requirements specific to the circumstances of the Kisii University, the goods to be procured and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
  - (a) The information that specifies and complements provisions of Section II to be incorporated
  - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated
4. Section II should remain unchanged and can only be amended through the Appendix.
5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

## Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

<b>INSTRUCTIONS TO TENDERERS REFERENCE</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
2.1.1	<i>Indicate eligible tenderers</i> <b><i>Open to all</i></b>
2.14.1	<i>Tender security 2%</i>
2.18.1	<i>Opening and closing date</i> <b>Thursday 27th July 2017,at 11.30am</b>
2.29.1	<i>As in 2.18.1 above</i>
2.29.1	<i>Indicate particulars of performance security(5%)</i>



**SECTION III: GENERAL CONDITIONS OF CONTRACT**

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

### **3.1 Definitions**

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

- (a) “The Contract” means the agreement entered into between the Kisii University and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Kisii University under the Contract.
- (d) “The Kisii University ” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer’ means the individual or firm supplying the Goods under this Contract.

### **3.2 Application**

3.2.1 These General Conditions shall apply in all Contracts made by the Kisii University for the procurement installation and commissioning of equipment

### **3.3 Country of Origin**

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

### **3.4 Standards**

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

### **3.5 Use of Contract Documents and Information**

3.5.1 The tenderer shall not, without the Kisii University 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 Kisii University in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

- 3.5.2 The tenderer shall not, without the Kisii University prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Kisii University and shall be returned (all copies) to the Kisii University on completion of the Tenderer's performance under the Contract if so required by the Kisii University
- 3.6 Patent Rights**
- 3.6.1 The tenderer shall indemnify the Kisii University against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Kisii University country
- 3.7 Performance Security**
- 3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Kisii University the performance security in the amount specified in Special Conditions of Contract.
- 3.7.2 The proceeds of the performance security shall be payable to the Kisii University as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Kisii University and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Kisii University, in the form provided in the tender documents.
- 3.7.4 The performance security will be discharged by the Kisii University and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract
- 3.8 Inspection and Tests**
- 3.8.1 The Kisii University or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Kisii University shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. 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 Kisii University.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Kisii University may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Kisii University .

3.8.4 The Kisii University right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Kisii University or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.9 Packing**

3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

### **3.10 Delivery and Documents**

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Kisii University in its Schedule of Requirements and the Special Conditions of Contract

### **3.11 Insurance**

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

### **3.12 Payment**

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the Kisii University as specified in the contract

### **3.13 Prices**

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

- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 3.13.4 Price variation request shall be processed by the Kisii University within 30 days of receiving the request.

### **3.14. Assignment**

- 3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Kisii University prior written consent

### **3.15 Subcontracts**

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

### **3.16 Termination for default**

- 3.16.1 The Kisii University may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part
- (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Kisii University
  - (b) if the tenderer fails to perform any other obligation(s) under the Contract
  - (c) if the tenderer, in the judgment of the Kisii University has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- 3.16.2 In the event the Kisii University terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Kisii University for any excess costs for such similar goods.

### **3.17 Liquidated Damages**

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

### **3.18 Resolution of Disputes**

- 3.18.1 The Kisii University and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract
- 3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

### **3.19 Language and Law**

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

### **3.20 Force Majeure**

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

## **SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

### **Notes on Special Conditions of Contract**

The clauses in this section are intended to assist the Kisii University in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the Kisii University and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.

- (a) Information that complement provisions of Section III must be incorporated and
- (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

**SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
  
- 42. Special conditions of contract as relates to the GCC

<b>REFERENCE OF GCC</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
3.7.1	<i>Indicate particulars of performance security</i>
3.12.1	<i>Indicate terms of payment</i>
3.18.1	<i>Indicate resolutions of disputes</i>

*(Complete as necessary)*



## **SECTION V - TECHNICAL SPECIFICATIONS**

### **5.1 General**

- 5.1.1 These specifications describe the requirements for goods. 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 equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment 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 Kisii University reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 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) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

**SECTION VII - PRICE SCHEDULE FOR GOODS**

<b>NO</b>	<b>ITEMS FOR DEMONSTRATIONS MODELS</b>	<b>QUANTITY</b>	<b>UNIT COST (Ksh.)</b>	<b>COST(Ksh.)</b>
1.	Metal Spring protection model (eye, drainage pipe, overflow and apron)	1pc		
2.	Concrete Well protection model (lining, hand pump, apron)	1 pc		
3.	Roof harvesting model (house, gutters, storage tanks.)	1pc		
4.	Metal Sanitary landfill model (layers of earth, soil)	1pc		
5.	Metal Urban sewerage system model (intake services of lagoons ,anaerobic, facultative ponds, tertiary, outlet)	1pc		
6.	Brick Septic tank model (inlet, rectangular tank, buffer wall, ventilation, outlet, soak away pit)	1pc		
7.	Brick inspection chamber model	1pc		
8.	Metal Water treatment system model (inlet, coagulation tanks, sedimentation tanks, filtration, disinfection, stabilization, storage, distribution)	1pc		
9.	Captive Pistol gun model (standard)	1pc		
10.	Metal Slaughter house model (lairage, stunning pen slaughtering area, hanging rails, trippery room (evisceration), inspection area, drainage system and waste disposal, condemnation pit	1pc		
11.	Flush door Model (3x2size)	1pc		
12.	Embossed door model (3ftx2ft)	1pc		
13.	Panel door model (3ftx2ft)	1pc		
14.	T-door model (3ftx2 ft)	1pc		
15.	Brick Manhole model (Inlet. Cover, inside benching, outlet)	1pc		
16.	Brick House Model ( provision of doors, windows , permanent vents, chimney, lounge, kitchen, bathroom and store)	1pc		
17.	Bricks Homestead model (house, toilets, refuse pit, well, fence, kitchen garden, dish rack)	1pc		
18.	Metal Smoking room model ( chimney, ventilation, metallic dust bin )	1pc		
19.	Wooden Demonstration tables (6ft x3 ft)	5 pcs		
	<b>TOTAL</b>			

NO	ITEMS FOR BUILDING AND CONSTRUCTION TEACHING EQUIPMENT	QUANTITY	UNIT COST (KSH.)	COST (KSH.)
1.	Metal/clothe tape measures	5 pcs		
2.	Plump lines	5 pcs		
3.	Spirit levels	5 pcs		
4.	Pipe range (No 14)	1pc		
5.	Tissue holders -ceramic medium	1 pc		
6.	Soap dish -ceramic medium	1 pc		
7.	Hack saw frame small	1 pc		
8.	Hack saw blade small	1pc		
9.	Wash hand basin - ceramic medium	1pc		
10.	Sink- metallic medium	1pc		
11.	Bricks- 11" x 6"x5"	4 pcs		
12.	Blocks 12"x8"x8"	4pcs		
13.	Ballast ¾"	1 pc		
14.	Ballast 1"	1 wheelbarrow		
15.	Ballast ½"	1wheelbarrow		
16.	Sand	1 wheelbarrow		
17.	Cement- Bamburi	1 bag		
18.	Reinforcement bars y-10	1 pc		
19.	Binding wire	1kg		
20.	Looping wire	1kg		
21.	Floor tiles 12"x12"	5 pcs		
22.	Wall tiles 12"x8"	4pcs		
23.	Terrazo chippings	1kg		
24.	Roofing tiles	5pcs		
25.	Galvanized iron sheets	1		
26.	Timber 4"x2"	4ft		
27.	Timber (T and G	4ft		
28.	Cornice Timber	4ft		
29.	Ceiling board 8ftx4ft	1 sheet		
30.	Clout nails	1kg		
31.	Wire nails	1kg		
32.	Roofing nails	1kg		
33.	Window louvers-frame 3ft x2ft	1 pc		
34.	Standard Drainage cleaning rods	1 set		
35.	PVC pipe 4 inch	1		
36.	Door hinges 4"	2 pairs		
37.	Mortise locks	1pc		
38.	Night latch	1pc		
39.	Bottle traps 1"	2pcs		
40.	PVC inspection bend 4"	1pc		
41.	PVC inspection tee 4"	1pc		

42.	Elbows 2"	2pcs		
43.	Pillar taps ½"	1pc		
44.	Flexible tubes 18"	2pcs		
45.	Sit on water closets - medium	1pc		
46.	Squat on water closet (Asian type)- medium	1 pc		
47.	Poly filler 2 ½ kg	1 kg		
48.	Glass putty	2kg		
49.	Gloss paint	1Litre		
50.	Varnish	1 Litre		
51.	Turpentine	1 Litre		
52.	Squat on water closet (Asian type) - medium	1pc		
53.	Force cap medium	1 pc		
54.	Cistern fordhum medium	1 pc		
55.	Maintenance kit for buildings	1 kit		
	<b>TOTAL</b>			

NO	ITEMS FOR GENERAL ENVIRONMENTAL HEALTH LABORATORY	QUANTITY	UNIT COST (KSH.)	COST (KSH.)
1.	Drainage cleaning rods set - standard	1 set		
2.	Bunsen burner - standard	1 pc		
3.	Spirit	½ litre		
4.	Chlorine	1 kg		
5.	Sodium bicarbonate	1 litre		
6.	Portable membrane filters	1 pc		
7.	Match box	1 box		
8.	Water filter- medium	1 pc		
9.	IMH OF CON	1		
10.	Personal protective kits -( a cap , gum boots, heavy duty gloves, mouth and nose masks goggles and a pron)	2 kts		
	<b>TOTAL</b>			

<b>N O</b>	<b>ITEMS FOR ENVIRONMENTAL HEALTH FOOD SCIENCE LABORATORY</b>	<b>QUANTITY</b>	<b>UNIT COST (KSH.)</b>	<b>COST (KSH.)</b>
	<b>Animal skeletons</b>			
	Cattle - skeleton	1 pc		
	Goat - skeleton	1 pc		
	Sheep – skeleton	1 pc		
	Horse - skeleton	1 pc		
	Donkey – skeleton	1 pc		
	Chicken – skeleton	1 pc		
	Food sampling kits (standard food sampling kits)	3kits		
	Deep Freezer GT322 for perishable foods	1 freezer		
	Beans - dry	1 kg		
	Maize - dry	2 kg		
	Wheat –dry	2 Kg		
	Rice - dry	1 kg		
	Sorghum – dry	1 kg		
	Wheat flour	1 kg		
	<b>Spices</b>			
	Tumerine	50gm		
	Cinnamon	100 gm		
	Ginger powder	100gm		
	<b>Canned food</b>			
	Meat 500gms	2 tins		
	Fish 500gms	2 pcs		
	Beans 500gms	2 pcs		
	<b>Bottled foods – transparent</b>			
	Soda 500ml	1bottle		
	Spirit 500ml	1 bottle		
	Quencher 500 ml	1 bottle		
	Beer 500ml	1 bottle		
	Tomato sauce 500ml	1 bottle		
	Water (bottled) –keringeti 500ml	1 bottle		
	10 litre plastic basins	5 pcs		
	10 litre plastic buckets	5 pcs		
	½ litre clear plastic containers	20		
	<b>TOTAL</b>			

NO	ITEMS FOR General ENVIRONMENTAL HEALTH LABORATORY	QUANTITY	UNIT COST (KSH.)	COST (KSH.)
1.	Sound meter level brand -Huitian , model – HT-0916, frequency 26G, measuring range 30m	1 pc		
2.	Vaccine Refrigerator ( RPF05043,150 L)	1 pc		
3.	Vaccine carriers with ice packs 16 litres model BK-VC2.6-CF	5 pcs		
4.	Lactometer ( standard milk lactometer)	5 pcs		
5.	Generator 50 KVA 25-30HP	1 pc		
6.	Retort stand complete with clump and base head - standard	1 pc		
7.	Conical flaks 200mls	20pcs		
8.	Test tubes 10mls	20 pcs		
9.	Beakers 400mls	5 pcs		
10.	Glass stirring rods – standard	5 pcs		
11.	Vacuum flask	5pcs		
12.	Titration SKZ	1 pc		
13.	Pipettes - standard	10pcs		
14.	Colilert tubes - standard	20 pcs		
15.	UV light - standard	2pcs		
16.	Aluminum foil	10 rolls		
17.	Standard sampling bottles	10 bottles		
18.	macConkey purple broth media	5 litres		
19.	Tryptone water media	5 litres		
20.	Standard Stirring bars	10pcs		
21.	Standard Spreaders	10 pcs		
22.	Digital spectrophotometer –410 light path 1 inch	1 pc		
23.	Petri film	10 pcs		
24.	Magnetic stirrer with hot plate – standard	1 pc		
25.	Turbid meter – 2100 p (HACH), 46500-00	1 pc		
26.	Ts portable handheld turbidity suspended solids and sludge level system Total suspended solids meter	1 pc		
27.	Photo meter (wavelength of 570NM-1045)	1 pc		
28.	Incubator –model W G- 32 – Daihah Korea Gravity /natural flow type , 32 litres , Temperature 5 <sup>0</sup> to 70 <sup>0</sup> C	1 pc		
29.	Autoclave – model stereo clave 25x 24 litre capacity	1 pc		
30.	Double Water distiller MTS 906	1 pc		
31.	HB instrument specific and value dual scale Hydrometer	5 pcs		
	<b>TOTAL</b>			

<b>NO</b>	<b>ITEMS FOR TECHNICAL DRAWING LABORATORY</b>	<b>QUANTITY</b>	<b>UNIT COST (KSH.)</b>	<b>COST (KSH.)</b>
1.	Standard technical drawing boards ( standard technical Table A1 Desk top drawing board)	30 pcs		
2.	Computers HP roam – CORE-I3, hard disk 1 TB	30 pcs		
3.	Genuine Arch iCad software for 30 licences	1pc		
4.	Ammonia paper	1 roll		
5.	Tracing paper	1 roll		
6.	Standard Learning manuals	15 pcs		
7.	T-square	5pcs		
8.	Technical Drawing set	3pcs		
	<b>TOTAL</b>			

<b>NO</b>	<b>ITEMS FOR PUBLIC HEALTH ENTOMOLOGY LABORATORY</b>	<b>QUANTITY</b>	<b>UNIT COST (KSH.)</b>	<b>COST (KSH.)</b>
1.	Dissective microscope (Amscope SE306-AZ-EZ digital Binocular Stereo microscope)	1 pc		
2.	Demonstration pumps Hudson never pump back pack s/prayer-4 gallon capacity 60 PSI, model #13854)	5 pcs		
3.	Standard insect Dissecting kit	1pc		
4.	Mosquito terminator ( fly mozzie bug terminator odour free insect killer mosquito)	1pcs		
5.	Sulphuric acid	1 litre		
6.	Acetic acid	1 litre		
7.	Formaldye	1 litre		
8.	Insect display box fully equipped - standard	1 box		
9.	Icon powder	2 pkts		
10.	Promax insecticide	1 litre		
11.	Mosquito nets	5 pcs		
12.	Diazinon insecticide	200m/s		
13.	Actelic powder	500mg		
14.	Malathion insecticide	500gms		
	<b>TOTAL</b>			

NO.	ITEMS FOR FOR BIOMEDICAL SCIENCES	QUANTITY	COUNTRY OF ORIGIN	TOTAL (KSH)
1.	Biosafety cabinet [class 111] With Hepa filters	1	UK or equally approved quality	
2.	Incubator 150 liters - Aluminium - 40 c to 250 c	1		
3.	Deep freezer [-86c] 25 c to -15 c -150 to 275 Litres -Stainless steel	1		
4.	Magnetic stirrer and voltex	1		
5.	Inverted phase contrast light microscope[fluorescent] Trinocular -Digital camera	1		
6.	Autoclave[dry/wet] 40 to 160 litres -Rectangular square	1	-German	
7.	Flow cytometry machine Gel castigating stand -Rigded combs	1		
8.	Electrophoresis machine	1		
9.	Lyophilising machine	1		
10.	Bactec machine	1		
11.	DNA extraction machine	1		
12.	Vaccum Pump -Medical	1		
13.	Automated haematology Analyser 5 Diff	1	UK	
14.	Gene Expert machine	1		
15.	Rototary solvent evaporator	1		
	<b>Total</b>			
<b>GRAND TOTAL For All The Items</b>				

**N/B: ALL PRICES MUST BE FILLED ON PRICE COLUMN IN THIS LIST IN THE FORMAT PROVIDED**

Signature of tenderer \_\_\_\_\_ Stamp.....

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



## SECTION VIII - STANDARD FORMS

### Notes on the sample Forms

1. Form of Tender -The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the Kisii University .
4. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the Kisii University .
6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the Kisii University , this form must be completed fully and duly signed by the authorized officials of the bank.
7. Manufacturers Authorization Form - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8.1 FORM OF TENDER

Date \_\_\_\_\_

Tender No. \_\_\_\_\_

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

\_\_\_\_\_  
[name and address of Kisii University ]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda  
1.1 Nos. .... [insert numbers].the receipt of which is hereby duly  
acknowledged, we, the undersigned, offer to **Supply and Delivery of Laboratory  
Equipment and Materials for School of Health Science.**

( ..... (insert equipment description) in conformity with the said  
tender documents for the sum of ..... (total  
tender amount in words and figures) or such other sums as may be ascertained in accordance with  
the Schedule of Prices attached herewith and made part of this Tender.

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

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to \_\_\_\_  
\_\_\_\_\_ percent of the Contract Price for the due performance of the Contract , in the form  
prescribed by .....( Kisii University ).

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign tender for an on behalf of \_\_\_\_\_



**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

*Part 1 – General:*

Business Name .....

Location of business premises. .... Building .....

Plot No.....Street/Road .....

Postal Address ..... Tel No. ....

<b>Working Mobile No a must :</b>																				
<b>E mail</b>																				

Nature of Business .....

Registration Certificate No. ....

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

Name of your bankers ..... Branch .....

**Part 2 (a) – Sole Proprietor**

Your name in full .....Age .....

Nationality ..... Country of origin .....

- Citizenship details  
 .....
- .....

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

<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.....	.....
Value of Business the Firm can handle at once:	
Less than shs.200,000.00	<input type="checkbox"/>
Kshs.200,000.00-500,000.00	<input type="checkbox"/>
Kshs.500,000.00 Upwards	<input type="checkbox"/>
( Tick ✓ )	
Credit Facility:	
30 days	<input type="checkbox"/>
60 days	<input type="checkbox"/>
90 days	<input type="checkbox"/>
( Tick ✓ )	
Date .....	Signature of Candidate .....

**N/B: Please do not alter or customize the above questionnaire fill in format provided**

## **MANDATORY REQUIREMENT.**

Kindly indicate and attach the various documents and information as indicated below and make sure the document is **well bound showing the pages they are attached.**

### **PRELIMINARY EVALUATION DURING OPENING OF TENDERS**

The evaluation committee shall first conduct a preliminary evaluation to determine whether

- (a) The tender has been submitted in the required format;
- (b) Any tender security/declaration form submitted is in the required form, amount and validity period;
- (c) The tender has been signed by the person lawfully authorized to do so;
- (d) The required **number of copies(2)** of the tender have been submitted;

1. Attach 3 Orders of Local Purchase Order's/ LSO or Contracts of similar work.
2. Manufacturer authorization letter
3. Valid Tax Compliance certificate.
4. Registration Certificate.
5. Valid Business permit
6. Attach copy of Identification Card (ID) or passport of the director/ proprietor
7. Tender security of 2%
8. Duly filled Confidential Business Questionnaire.
9. Duly filled form of tender
10. Attach two years audited accounts from 2015 and 2016

**N/B: MUST SUBMIT DURING TENDER OPENING ORIGINAL TENDER and COPY OF TENDER ( 2 COPIES )**

No	Technical requirement (80 points)	Max. Points	Points Awarded	Remarks
1.	Specification of the equipment as indicated in the tender document	80		
<b>Due diligence</b>				
2.	Due diligence :- Committee will look at Stock of similar items, Business premise and legal documents and one client the tenderer supplied to in tender document			
<b>TOTAL</b>				

**FINANCIAL SCORES (20 POINTS)**

## **COMBINED TECHNICAL AND FINANCIAL SCORES**

The following formula shall be used

$$T.S (80) + F.S (20) = T.T.L (100)$$

T.S = Technical Score = (Technical Evaluation + site visit) as evaluated against the technical criteria

F.S = Financial Score

$$FSL / FSC = FS$$

FSC = Financial submission of the tender under consideration.

FSL = Financial score for the lowest tender.

FS = Computed financial score for each tenderer.

T.T.L = Total Score

### 8.3 TENDER SECURITY FORM

Whereas ..... [name of the tenderer]  
(hereinafter called “the tenderer”) has submitted its tender dated .....  
[date of submission of tender] for the **Supply and Delivery of Laboratory Equipment for School of Health Science.** .....[name and/or description of the equipment]  
(hereinafter called “the Tender”) ..... KNOW ALL  
PEOPLE by these presents that WE ..... of ..... having  
our registered office at ..... (hereinafter called “the Bank”), are bound unto  
..... [name of Kisii University } (hereinafter called “the Kisii University ”) in  
the sum of ..... for which payment well and truly to be made to the said Kisii  
University, 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 Kisii University 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 Kisii University up to the above amount upon receipt of its first written demand, without the Kisii University having to substantiate its demand, provided that in its demand the Kisii University 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 Kisii University ) of the one part and ..... [name of tenderer] of ..... [city and country of tenderer] (hereinafter called “the tenderer”) of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
  - (a) the Tender Form and the Price Schedule submitted by the tenderer
  - (b) the Schedule of Requirements
  - (c) the Technical Specifications
  - (d) the General Conditions of Contract
  - (e) the Special Conditions of contract; and
  - (f) the Kisii University Notification of Award
3. In consideration of the payments to be made by the Kisii University to the tenderer as hereinafter mentioned, the tender hereby covenants with the Kisii University to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Kisii University hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Kisii University

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 Kisii University ]

WHEREAS ..... [name of tenderer] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ 20 \_\_\_\_\_ to \_\_\_\_\_ supply ..... [description of goods] (hereinafter called “the Contract”). AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

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

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

Signed and seal of the Guarantors

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

**8.7 MANUFACTURER’S AUTHORIZATION FORM**

To *[name of the Kisii University ]* .....

WHEREAS .....*[ name of the manufacturer]*  
who are established and reputable manufacturers of ..... *[name and/or description of the goods]* 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 goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods 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.