



**MERU UNIVERSITY  
OF SCIENCE & TECHNOLOGY**

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**RESTRICTED TENDER**

**FOR**

**SUPPLY AND DELIVERY OF LAB REAGENTS, CONSUMABLES AND GLASSWARE**

**AT**

**MERU UNIVERSITY OF SCIENCE AND TECHNOLOGY**

**TENDER NO. MUST/RT/10/2019/2020**

**CLOSING DATE:**

**TUESDAY, 4<sup>TH</sup> FEBRUARY, 2020**

**AT 10:00AM**

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Date: Friday, 17<sup>th</sup> January, 2020

TENDER REFERENCE: MUST/RT/10/2019/2020

TENDER NAME: **Restricted Tender for the supply and delivery of lab reagents, consumables and glassware at Meru University of Science and Technology**

- 1.1 Meru University of Science and Technology (MUST) invites **restricted tenders** from eligible bidders for the **supply and delivery of lab reagents, consumables and glassware at Meru University of Science and Technology.**
- 1.2 Interested eligible bidders may obtain further information from and inspect the tender documents at **Procurement Office, Meru University of Science and Technology, Main Campus** located along **Meru – Maua Road, 15km from Meru Town** during official working hours between **8.00am and 5.00pm** Monday to Friday.
- 1.3 The tender documents may be downloaded free of charge from Meru University of Science and Technology website [www.must.ac.ke](http://www.must.ac.ke) or <https://tenders.go.ke>. Bidders who pick the tender documents from the Procurement Office are required to pay a non-refundable fee of **Kshs. 1,000** (Kenya Shillings One Thousand only) in cash at Meru University of Science and Technology Cash Office. Bidders who have paid are required to obtain an official receipt from the cash office at Meru University of Science and Technology. Those who download the Tender document should send an email giving the details of their firm, contact person, telephone numbers and email addresses to [procurement@must.ac.ke](mailto:procurement@must.ac.ke)
- 1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for **one hundred and twenty (120) days** from the closing date of the tender.
- 1.5 Completed tender documents (**Original**) are to be enclosed in plain sealed envelopes, marked with the **tender number** and **name** and be deposited in the Tender Box located at the reception of Administration Block 2 or be addressed to:

**The Vice Chancellor,  
Meru University of Science and Technology,  
P.O. Box 972-60200,  
Meru.**

so as to be received on or before **Tuesday, 4<sup>th</sup> February, 2020 at 10.00 am.**

- 1.6 Tenders will be opened immediately thereafter in the presence of the bidders' representatives who choose to attend at the University Multipurpose Hall (MPH).
- 1.7 Late Tender Documents shall be rejected and returned unopened.

## SECTION II - INSTRUCTION TO TENDERERS

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## 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 Appendix to Instructions to Tenderers. Successful tenderers shall supply the goods as stipulated in the tender documents.

2.1.2 Meru University of Science and Technology employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 166 of the Act.

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by Meru University of Science and Technology 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 involved in the 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 Meru University of Science and Technology, 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 be **Kshs.1, 000.**

2.2.3 Meru University of Science and Technology shall allow the tenderer to review the tender document free of charge before purchase.

### 2.3 Contents of Tender Document

2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of the instructions to tenderers.

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of goods
- (vi) Form of Tender
- (vii) Price Schedules

- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Company's Authorization Form
- (xiii) Declaration Form
- (xiv) Request for Review Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification 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 Candidate making inquiries of the tender documents may notify Meru University of Science and Technology by post, fax or by email at Meru University of Science and Technology's address indicated in the Invitation for tenders. Meru University of Science and Technology 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 the tenders, prescribed by Meru University of Science and Technology. 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 Meru University of Science and Technology 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.

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

## 2.5 Amendment of Tender Documents

2.5.1 At any time prior to the deadline for submission of tenders, Meru University of Science and Technology, 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 and addendum.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, Meru University of Science and Technology, 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 Meru University of Science and Technology, 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 2.1.2 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 (if applicable) (d) Declaration Form.

## 2.8 Form of Tender

2.8.1 The tenderer shall complete the **Tender Form and the Price Schedule** furnished in the tender documents, indicating the goods to be supplied.



## 2.9. Tender Prices

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

2.9.2 Prices indicated on the **Price Schedule** shall be the cost of the goods quoted including all customs duties and VAT and other taxes payable.

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

## 2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

## 2.11. Tenderers Eligibility and Qualifications

2.11.1 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 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 Meru University of Science and Technology's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## 2.12. Tender Security

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

2.12.2 The tender security shall not exceed 2 per cent of the tender price.

2.12.3 The tender security is required to protect Meru University of Science and Technology against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form

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

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by Meru University of Science and Technology as non-responsive, pursuant to paragraph 2.20.5

2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity.

2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30

2.12.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity.
- (b) in the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 2.29 or
  - (ii) to furnish performance security in accordance with paragraph 2.30.
- (c) If the tenderer reject correction of an arithmetic error in the tender.

## 2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for **120 days** after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by Meru University of Science and Technology as non-responsive.

2.13.2 In exceptional circumstances, Meru University of Science and Technology 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 Meru University of Science and Technology at the address given in the Invitation to Tender.
- (b) bear tender number and name in the invitation to tender and the words, **“DO NOT OPEN BEFORE Tuesday, 4<sup>th</sup> February, 2020 at 10.00 am.”**

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, Meru University of Science and Technology 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 Meru University of Science and Technology at the address specified under paragraph 2.15.2 not later than **Tuesday, 4<sup>th</sup> February, 2020 at 10.00 am.**

2.16.2 Meru University of Science and Technology 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 Meru University of Science and Technology 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 the tender box shall be received by Meru University of Science and Technology 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 Meru University of Science and Technology prior to the deadline prescribed for submission of tenders.

2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. 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 Meru University of Science and Technology will open all tenders in the presence of tenderers' representatives who choose to attend, on **Tuesday, 4<sup>th</sup> February, 2020 at 10.00 am.** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.3 Meru University of Science and Technology 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 Meru University of Science and Technology 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 Meru University of Science and Technology'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 Meru University of Science and Technology 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 Meru University of Science and Technology 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, Meru University of Science and Technology 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. Meru University of Science and Technology'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 Meru University of Science and Technology 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, Meru University of Science and Technology 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 Meru University of Science and Technology will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 Meru University of Science and Technology'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) Meru University of Science and Technology requires that the goods under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering to perform longer than Meru University of Science and Technology'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. Meru University of Science and Technology may consider the alternative payment schedule offered by the selected tenderer.

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

## 2.23. Contacting Meru University of Science and Technology

2.23.1 Subject to paragraph 2.19 no tenderer shall contact Meru University of Science and Technology 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 Meru University of Science and Technology 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 Meru University of Science and Technology will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

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

information as Meru University of Science and Technology 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 Meru University of Science and Technology will proceed to the next lowest 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 Meru University of Science and Technology 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. **Due diligence** shall be carried out to the successful bidder before award of contract.

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. Meru University of Science and Technology's Right to accept or Reject any or all Tenders

2.26.1 Meru University of Science and Technology 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 Meru University of Science and Technology's action. If Meru University of Science and Technology determines that none of the tenders is responsive, Meru University of Science and Technology shall notify each tenderer who submitted a tender.

2.26.2 Meru University of Science and Technology 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, Meru University of Science and Technology will notify the successful tenderer in writing that its tender has been accepted.

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and Meru University of Science and Technology pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 Meru University of Science and Technology will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## 2.28 Signing of Contract

2.28.1 At the same time as Meru University of Science and Technology notifies the successful tenderer that its tender has been accepted, Meru University of Science and Technology will simultaneously inform the other tenderers that their tenders have not been successful.

2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to Meru University of Science and Technology.

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

2.28.4 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.

## 2.29 Performance Security

2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to Meru University of Science and Technology.

2.29.2 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 Meru University of Science and Technology may make the award to the next lowest evaluated tender or call for new tenders.

## 2.30 Corrupt or Fraudulent Practices

2.30.1 Meru University of Science and Technology 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.

2.30.2 Meru University of Science and Technology 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

2.30.3 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 the procurement of goods 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 tenderers.

INSTRUCTION TO TENDER REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.1	<i>Eligible tenderers: Firms registered in Kenya</i>
2.12	<i>Tender security: NIL</i>
2.15.2 (b)	<i>Day, date and time of tender closing: TUESDAY, 4<sup>TH</sup> FEBRUARY, 2020 AT 10.00 AM.</i>
2.16.1	<i>Tender Language: ENGLISH</i>
2.16.3	<i>Bulky Tenders: SHALL BE RECEIVED IN THE PROCUREMENT OFFICE</i>
2.18.1	<i>Tender opening: THE TENDERS SHALL BE OPENED AT MERU UNIVERSITY OF SCIENCE AND TECHNOLOGY MULTIPURPOSE HALL (MPH).</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 Meru University of Science and Technology 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 goods to be provided by the tenderer including any documents, which the tenderer is required to provide to Meru University of Science and Technology under the Contract.
- (d) “Meru University of Science and Technology” means the organization procuring the goods under this Contract
- (e) “The Contractor” means the organization or firm providing the goods under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “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 goods supplied under this Contract shall conform to the standards mentioned in the schedule of requirements.

### 3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without Meru University of Science and Technology's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of Meru University of Science and Technology 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 Meru University of Science and Technology'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 Meru University of Science and Technology and shall be returned (all copies) to Meru University of Science and Technology on completion of the contract's or performance under the Contract if so required by Meru University of Science and Technology.

### 3.5. Patent Rights

3.5.1 The Contractor shall indemnify Meru University of Science and Technology against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods under the contract or any part thereof.

### 3.6 Performance Security

3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to Meru University of Science and Technology the performance security where applicable in the amount specified in SCC.

3.6.2 The proceeds of the performance security shall be payable to Meru University of Science and Technology 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 Meru University of Science and Technology and shall be in the form of:

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

3.6.4 The performance security will be discharged by Meru University of Science and Technology and returned to the Candidate 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 goods and Documents

3.7.1 Delivery of the goods shall be made by the Contractor in accordance with the terms specified by Meru University of Science and Technology in the schedule of requirements and the special conditions of contract

### 3.8. Payment

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

3.82. Payment shall be made promptly by Meru University of Science and Technology, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

### 3.9. Prices

3.9.1 Prices charges by the contractor for goods supplied under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in Meru University of Science and Technology's request for tender validity extension 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 contracts not exceeding 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 Meru University of Science and Technology 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 to perform under this Contract, except with Meru University of Science and Technology's prior written consent.

### 3.11. Termination for Default

3.11.1 Meru University of Science and Technology 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 goods within the period(s) specified in the Contract, or within any extension thereof granted by Meru University of Science and Technology.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contract in the judgment of Meru University of Science and Technology has engaged in corrupt or fraudulent practices in competing for or in executing the contract

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

### 3.12. Termination for Insolvency

3.12.1 Meru University of Science and Technology 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 Meru University of Science and Technology.

### 3.13. Termination for Convenience

3.13.1 Meru University of Science and Technology 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 entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination Meru University of Science and Technology may elect to cancel the order and pay to the contractor an agreed amount for partially completed supply.

### 3.14 Resolution of Disputes

3.14.1 Meru University of Science and Technology and the contractor shall make every effort to resolve amicably by direct informal negotiations and 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 expressly 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

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.

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

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1 Special Conditions of Contract as relates to the General Conditions of Contract

REFERENCE OF GENERAL CONDITIONS OF CONTRACT	SPECIAL CONDITION OF CONTRACT
2.14.2 Number of tender documents	<b>One Original</b>
3.7 Delivery of goods	<b>As specified in schedule of requirements</b>
3.8 Payment	<b>As shall be specified in the contract</b>
3.9 Price adjustment	<b>As shall be specified in the contract</b>
3.16 Applicable law	<b>Laws of Kenya</b>
3.18 Notices	<b>The Vice Chancellor Meru University of Science and Technology P.O. Box 972-60200 Meru</b>

## EVALUATION CRITERIA

### Stage 1: Mandatory Documents

These are mandatory requirements and bidders are expected to **attach all the documents** in order to proceed to the next stage of evaluation. This stage shall be evaluated on a **YES/NO** basis.

S/No.	Particulars	YES/No
1.	Form of Tender (duly filled, signed and stamped by the tenderer)	
2.	Valid and up to date Tax Compliance Certificate (TCC) from KRA (Will be verified online through KRA's TCC Checker)	
3.	A copy of Current Trading License/Business Permit	
4.	Copy of Certificate of registration/Incorporation and/or change of name	
5.	Confidential Business Questionnaire Form (duly filled, signed and stamped)	
6.	Tender document <b>MUST</b> be sequentially serialized (paginated) on every page. No loose documents will be accepted.	
7.	Must provide audited accounts for the last two years <b>(2017 &amp; 2018)</b>	
8.	Firm's authorization Form (duly filled, signed and stamped by the tenderer)	
9.	Self-declaration form (Anti-corruption declaration Form) (duly filled, signed and stamped by the tenderer)	
10.	Anti-fraudulent practice declaration (duly filled, signed and stamped by the tenderer)	
11.	Non - debarment declaration (duly filled, signed and stamped by the tenderer)	



## STAGE 2: Technical evaluation

This stage will be evaluated on a scoring basis as follows:

SNO	EVALUATION ATTRIBUTES	SCORES	MAX SCORES
1.	Evidence of physical address	Title deed/lease agreement - <b>4 mks</b>  Utility bills – <b>1 mk</b>	<b>5</b>
2.	Number of years in the business.	Above 5 years - <b>10mks</b> 2 – 5 years – <b>5mks</b> Below 2 years – <b>2mks</b>	<b>10</b>
3.	Attach three letters of recommendation from referees of whom must be customers within 2017/2018, 2018/2019 or 2019/2020 financial years	Each letter - <b>5mks</b>	<b>15</b>
4.	<b>Project delivery schedule</b> Project delivery schedule and implementation plan	Project delivery schedule - <b>5mks</b>  Implementation plan – <b>5mks</b>	<b>10</b>
4.	Provide CV's of technical staff (attach copies of certificates).	Masters- <b>10 mks</b> Degree- <b>5 mks</b> Diploma- <b>2 mks</b> Certificate- <b>1 mk</b>	<b>10</b>
5.	Provide average annual turnover of at least Kshs 2,000,000.00 (as evidenced in the audited accounts)	Above 2 million - <b>15mks</b> 1 million – 2 million - <b>10mks</b> Below 1 million – <b>5mks</b>	<b>15</b>
6.	Declaration of Litigation history	Declared litigation history – <b>5mks.</b> Not declared litigation history – <b>0mks</b>	<b>5</b>
<b>TOTAL MARKS</b>			<b>70</b>

**NOTE:** To qualify for financial evaluation stage bidders are expected to score at least **50 marks** out of maximum possible **70 marks** at the technical evaluation stage.

## STAGE 3: FINANCIAL EVALUATION

**NOTE:** Evaluation using the following formula: Price quoted shall contribute to 30 marks of the total score and this shall be evaluated relatively on the basis of lowest quoted price using the formula

$$P_c = PL / P \times 30$$

Where;  $P_c$  is the allocated score,

$P_L$  is the lowest quoted price of bids passing the technical evaluation and  $P$  is the bidder's price under consideration.

The total score is the sum of the technical evaluation score plus the financial evaluation score. The successful bidder shall be awarded the contract on the basis of combined score: Technical and Financial.

#### **STAGE 4: DUE DILIGENCE**

Due diligence may be carried out to the successful bidder as ranked in the financial stage (Highest combined technical and financial score).

#### **AWARD OF CONTRACT**

The bidder with the highest combined Technical and Financial scores shall be awarded the tender.

#### **Note:**

**In case of a tie in the combined score, the bidder with the lowest tender sum shall be awarded the contract.**

## SECTION V - SCHEDULE OF REQUIREMENTS

**NB: BIDDERS SHOULD QUOTE FOR ALL ITEMS**

S/NO	ITEM	SPECIFICATIONS	UNIT OF ISSUE	QUANTITY	UNIT PRICE (Kshs)	TOTAL COST (Kshs)
<b>LAB REAGENTS , CONSUMABLES AND GLASSWARE</b>						
1	Methylene blue indicator	25gms AR	pcs	2		
2	Crystal violet dye	25gms	pcs	2		
3	Isolator ( switch fuse)	65 Amps	pcs	5		
4	Surgical blade	sterile No. 24 (pack of 100 pcs)	pcs	10		
5	Sterile swab stick	high absorbent cotton tips , length of 6" , pack of 100 pcs	pkt	4		
6	Bacteria slides	permanently prepared (Rods, cocci and spirilla) 3pcs each	pcs	9		
7	Lens cleaner solution	optika for microscope use (30ml)	pcs	5		
8	Rubber gloves	acid resistant	pair	20		
9	Latex gloves	powder free, purple blue ( Medium size pack of 100pcs)	dozen	1		
10	Afri labels	Self adhesive size K11 (pack of 480 labels)	pcs	10		
11	Porcelain Buchner funnel	with fitted rubber corks compatible to 1000 ml volume buchner flask	pcs	10		
12	Pyrex glass filters	100ml	pcs	10		
13	Muslin/ cheese cloth	10 metres white in color	pcs	1		
14	Fat/ oil extraction thimbles	cellulose extraction thimbles (pack of 100 pcs)	pkt	3		
15	Autoclavable sterile bags	biohazard bag ( 24"×36")	dozen	1		

16	Petroleum ether ( $\text{CH}_3\text{CH}_2\text{OCH}_2$ )	2.5l AR (Boiling point of 40-60° C)	pcs	15		
17	Iso Amyl Alcohol ( $\text{C}_5\text{H}_{11}\text{OH}$ )	1litre	pcs	2		
18	Folin ciocalteu's phenol reagent	1litre	pcs	2		
19	Ethanol	Absolute 2.5L AR	pcs	5		
20	Trichloro acetic acid	100gms AR	pcs	10		
21	Glacial acetic acid	2.5litre	pcs	2		
22	Sulphuric acid ( $\text{H}_2\text{SO}_4$ )	2.5Litre	pcs	3		
23	Sodium hydroxide	500gms AR	pcs	10		
24	Wij's solution	500ml	pcs	2		
25	potassium iodide	25gms	pcs	20		
26	Potassium sulphate	500gms	pcs	3		
27	Boric acid ( $\text{H}_3\text{BO}_3$ )	500gms	pcs	1		
28	Choloform	2.5l AR	pcs	2		
29	Sodium hypochlorite	5litres	pcs	2		
30	Violet red bile agar	500gms	pcs	1		
31	EMB Agar	500gms	pcs	2		
32	Tryptone bile glucoronide (TBX) Agar	500gms	pcs	2		
33	Plate Count Agar	500gms	pcs	1		
34	Maximum recovery diluent	500gms	pcs	1		
35	Dichloran Rose Bengal chloramphenicol Agar	500gms	pcs	2		
<b>Sub total</b>						
<b>APPARATUS/ EQUIPMENT</b>						
36	Eye droppers	glass pipette dropper with red rubber cap ( capacity 3ml and length of 12cm)	pcs	20		
37	Amber reagent bottle	glass 500ml , neck size 24/29	pcs	10		
38	glass stopper pipette with rubber bulb	compatible with 30ml amber dropping bottle	pcs	30		

39	Clear reagent bottles with lid	250ml bottle (able to withstand a temperature of 140° C)	pcs	50		
40	Burette	glass,50ml	pcs	20		
41	Pipette	transparent graduated glass pipette 10ml	pcs	30		
42	Pipette	transparent graduated glass pipette 1ml	pcs	10		
43	Conical flask	transparent, glass,Pyrex 500ml	pcs	20		
44	Beaker	transparent ,glass, Pyrex 250ml	pcs	20		
45	Magnetic stirring rods	8mm×30mm	pcs	30		
46	Cork boring set	plated brass, set of 12, 4-20mm. For boring holes in rubber stoppers or corks. A punch is provided for each set.	pcs	1		
47	Mouth mask	particulate respirator N95 (pack of 20 pcs)	pcs	2		
48	Pipette (Eppendorf type)	adjustable 100 - 1000 micro liters capacity ,single channel	pcs	3		
49	Dessicator	Glass (bowl and cover), large size, 11.5cm depth and 30.9cm height	pcs	2		
50	Extension cables	5 meters, four pin-3 pin outlets with surge protector	pcs	2		
51	Drying oven	Lab Tech or equivalent, 150l, 30-260°C	pcs	1		
52	Vacuum pump	oil free, power 80watt 1/6 horsepower , 20 litres/ minute, 33millibar 10torr-750mmHg, 99.9 kPa, port thread 5/16, eternal dimensions	pcs	2		

		298×143×172mm, weigh 5.2kgs. Include moisture trap and vacuum regulator, oven heat protector, low noise.				
53	Weighing balance	production capacity 500PCS/ month, accuracy 0.1mg, analytical balance, load 220g, stainless steel, LCD display, general signs balance.	pcs	2		
54	Butyrometers	0-10% whole milk	pcs	4		
55	Murfle furnace	ELF 11/14B or equivalent, 240v, single phase, controller E301	pcs	1		
56	Padlock	Tricycle hardener 63mm with 3 keys	pcs	3		
57	Fridge guards protectors	protects against low voltage, blown outs and voltage dips e.g Sollatek	pcs	5		
58	Anaerobic gas jar (3.5L)	transparent unbreakable polycarbonate jar with aluminium lid, clamp and rubber sealing o- ring with petriplate carrier	pcs	2		
59	Anaerogas pack	Himedia anaerogas pack 2.5L	pcs	10		
60	Pycnometers	borosilicate glass with capillary bored stopper (capacity 50cc)	pcs	4		
	<b>Sub total</b>					
<b>CONSUMABLES</b>						
61	Wine yeast	500gms sachet	pcs	2	3500	
62	Yoghurt culture	500gms sachet ABT-5, 811, 930 (1 piece each)	pcs	3	2500	
63	Lala culture	500gms 704	pcs	2	2500	

64	Yoghurt Vanilla flavour	1 litre	pcs	1	3000	
65	Yoghurt strawberry flavour	1 litre	pcs	1	3000	
66	Skimmed milk powder	500gms	pcs	40	700	
67	Corn starch	400gms	pcs	20	150	
68	Sugar	50kgs sack	pcs	50	150	
69	Raw milk	litres	pcs	70	70	
71	Match box	packet of 12 pieces	packets	20	50	
72	Cling film	30cm×300m velvex	pcs	5	1000	
73	Scotch brite scouring pad	Scotch brite 150mm×90mm	dozen	10	600	
74	Impulse sealer heat wire element	for impulse sealer model F-300	pcs	2	4000	
75	Mango essence	pradip 50ml	pcs	2	180	
76	Pine apple essence	pradip 50ml	pcs	2	180	
77	Food colours	festival 10gms sunset yellow, egg yellow, tomato red, orange and chocolate brown (5 pieces of each)	pcs	25	50	
78	Citric acid	tropical heat 100gms pack	pcs	10	150	
79	Kidney beans	dry whole legume	kgs	2	150	
80	Dry maize	whole grain	kgs	2	100	
81	Groundnuts	Raw	kgs	2	200	
82	Pine apple fruit	Ripe medium	pcs	20	130	
83	Butter	salted	kgs	1	2500	
84	Golden syrup	pep 450gms pack	pcs	1	350	
85	White chocolate bar	Cadbury 200gms	pcs	2	300	
86	White vinegar	zesta 700ml bottle	pcs	1	150	
87	Cabbage	large	pcs	5	100	
88	Salt	Kensalt	kgs	5	100	
89	Bananas	ripe	kgs	10	100	
<b>Sub total</b>						
<b>Grand Total</b>						

Amount in words: Kenya shillings: \_\_\_\_\_

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**NB: The bidder should indicate the period within which he/she can deliver the goods**

Bidders Delivery time \_\_\_\_\_ weeks from the contract date.

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Company Seal / Business Stamp

**Note:**

- 1. In case of discrepancy between unit price and total, the unit price shall prevail.**
- 2. Bidders Must fill all the information required in the table above.**



## SECTION VI - STANDARD FORMS

### Notes on the standard 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. **Price Schedule Form** -The price schedule form must similarly be completed and submitted with the tender.
3. **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.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** -When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to Meru University of Science and Technology.
6. **Performance security Form** -The performance security form should not be completed by the tenderer 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 Meru University of Science and Technology.

FORM OF TENDER

TO: The Vice Chancellor,  
Meru University of  
Science and Technology  
P.O Box 972-60200  
MERU

Date \_\_\_\_\_

Tender No: MUST/RT/10/2019-2020

Gentlemen and/or Ladies

1. Having examined the tender documents including Addenda No ..... (Insert number). The receipt of which is hereby duly acknowledged, we the undersigned, offer to provide goods in conformity with the tender documents at a total annual sum of .....  
.....  
.....  
.....  
.....

*(Total tender amount in words and figures, Quotation to include all charges and taxes and be in Kenya shillings)*

Or such other sum as may be ascertained with the schedule of prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to supply goods in accordance with the delivery schedule specified in the schedule of requirements.
3. We agree to abide by this Tender for a period of 120 days from the date fixed for tender opening as per the instructions to bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Until a formal Contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. 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 and on behalf of \_\_\_\_\_

## FIRM'S AUTHORIZATION

TO: Meru University of Science and Technology of Science and Technology

WHEREAS \_\_\_\_\_  
(Name of the firm)

Who are established and reputable firm of \_\_\_\_\_  
(Name and/or description of the service)

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.

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

\_\_\_\_\_  
(Signature for and of behalf of the firm)

Note: This letter of authority should be in the letterhead of the Firm and should be signed by a person competent.

SELF-DECLARATION FORM

ANTI-CORRUPTION DECLARATION

We (*insert the name of the company*) \_\_\_\_\_ declares and guarantees that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply—

- a) The person shall be disqualified from entering into a contract for the procurement; or
- b) If a contract has already been entered into with the person, the contract shall be voidable at the option of EACC.
- c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy That EACC may have.

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Company Seal / Business Stamp

## ANTI-FRAUDULENT PRACTICE DECLARATION

We (insert the name of the company) \_\_\_\_\_  
declares and guarantees that no person in our organization has or will be involved in a  
fraudulent practice in any procurement proceeding.

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Company Seal / Business Stamp

## NON - DEBARMENT DECLARATION

We (insert the name of the company) \_\_\_\_\_  
declares and guarantees that no director or any person who has any controlling interest in  
our organization has been debarred from participating in a procurement proceeding.

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Company Seal / Business Stamp

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) Whichever applies to your type of business

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

Part \_\_\_\_\_ General:

Business Name .....  
Location of business premises .....  
Plot No. .... Street/Road .....  
Postal Address ..... Tel. No. ....Fax .....  
Email .....  
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.....

Party 2(b) – Partnership

Give details of partners as follows

Name	Nationality	Citizenship Details	Shares
1.....			
2.....			
3.....			
4.....			
5.....			

Part 2(c) – Registered Company:

Private or public

.....  
State the nominal and issued capital of the company –  
Nominal Kshs.. ..... Issued  
Kshs.....

Give details of all directors as follows

Name	Nationality	Citizenship Details	Shares
1.....			
2.....			
3.....			

4. ....

5. ....

Date.....Signature of Tenderer .....

If a citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or Registration

## CONTRACT FORM

THIS AGREEMENT made on the \_day of \_20 \_ between Meru University of Science and Technology of P.O Box 972-60200, Meru (hereinafter called “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 university invited tenders for supply of goods to the University and has accepted a tender by the tenderer for the above in the sum of

\_\_\_\_\_ (Contract price in words and figures) hereinafter called “the contract price”)

### NOW THIS AGREEMENT WITNESS AS FOLLOWS

1. In this agreement words and expression shall have the same meanings as are respective 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 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 University’s Notification of Award
3. In consideration of the payments to be made by the University to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the University to provide the service and to remedy defects therein in conformity in all respects with the provisions of the contracts.
4. The University hereby covenants to pay the tenderer in consideration of the supply of the goods and remedying of defects therein, the Contract price or such other sum as may become payable under the provision of the contracts at the time and in the manner prescribed by the contract.

IN WITNESS whereof the parties here to have caused this Agreement to be executed in accordance with their respective laws on the day and year written



Signed sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the university)

Signed sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer)

In the presence of \_\_\_\_\_

## TENDER SECURITY FORM

Whereas [*name of Bidder*] (hereinafter called <the tenderer> has submitted its bid dated [*date of submission of bid*] for the supply of goods (hereinafter called <the tender>

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of Meru University of Science and Technology*] (hereinafter called < Meru University of Science and Technology > in the sum of [*state the amount*] for which payment well and truly to be made to the said Meru University of Science and Technology, 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 Meru University of Science and Technology on the Form; or
2. If the tender, having been notified of the acceptance of its tender by Meru University of Science and Technology 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 tenders.

We undertake to pay to Meru University of Science and Technology up to the above amount upon receipt of its first written demand, without Meru University of Science and Technology having to substantiate its demand, provided that in its demand Meru University of Science and Technology will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s)

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 stated date.

[Authorized Signatories and official stamp of the Bank]

*(Amend accordingly if provided by Insurance Company)*

## PERFORMANCE SECURITY FORM

To: .....

Meru University of Science and Technology

WHEREAS ..... [name of tenderer]  
(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. \_\_\_\_\_  
\_ [reference number of the contract] dated \_\_\_\_\_ to 20  
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 a 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 of money 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 of financial institution]  
  
\_\_\_\_\_  
[Address]  
  
\_\_\_\_\_  
[Date]

*(Amend accordingly if provided by Insurance Company)*

**LETTER OF NOTIFICATION OF AWARD**

The Vice Chancellor  
Meru University of Science and Technology  
P.O. Box 972-60200  
Meru

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

**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. etc

SIGNED .....(Applicant)

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

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**FOR OFFICIAL USE ONLY**

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

SIGNED  
Board Secretary