



SOUTH EASTERN KENYA UNIVERSITY

P.O. BOX 170-90200 KITUI: TELEPHONE: 0733330062 OR 0733330034

Website: www.seku.ac.ke Email: info@seku.ac.ke and procurement@seku.ac.ke

TENDER NO: SEKU/ONT/024/2020/2021
PROVISION OF ASSET TAGGING SERVICES FOR SOUTH EASTERN KENYA
UNIVERSITY

CLOSING DATE & TIME:

10TH MARCH 2021 AT 10.00 A.M.

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SECTION II: INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the **date** of commencement (herein after referred to as the term) specified in the tender documents.
- 2.1.2. The South Eastern Kenya University employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer(including all members, of a joint venture and subcontractors)is not firm or any of its affiliates which have been engaged by the South Eastern Kenya University to provide consulting services for the preparation of procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1. The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2. The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3. The South Eastern Kenya University shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders:
- i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form
 - x) Tender security form
 - xi) Performance security form
 - xii) Principal's or manufacturer's authorization form
 - xiii) Declaration form

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

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify the South Eastern Kenya University in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. South Eastern Kenya University will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the South Eastern Kenya University response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents

2.4.2. South Eastern Kenya 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

2.5 Amendment of documents

2.5.1. At any time prior to the deadline for submission of tenders, South Eastern Kenya 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 issuing an addendum.

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

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

2.6 Language of tender

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and South Eastern Kenya University, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable: 7

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

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

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

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

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the South Eastern Kenya University 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 equivalent to 2% of the tender sum.

2.12.2 The tender security shall be in the amount not exceeding 2 percent of the tender price.

2.12.2 The tender security is required to protect the South Eastern Kenya University against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

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

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by South Eastern Kenya University as non responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by South Eastern Kenya University.

2.12.6 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.

2.12.7 The tender security may be forfeited:

- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by South Eastern Kenya 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 3.0
 - or**
 - (ii) to furnish performance security in accordance with paragraph 3.1.
- (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by South Eastern Kenya University, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.

2.13.2 In exceptional circumstances, South Eastern Kenya University may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses made thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

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

2.14.2 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 an 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 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.

The inner and outer envelopes shall:

(a) be addressed to South Eastern Kenya University 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 10th March 2020 at 10.00A.M.

2.15.3 The inner envelopes shall also indicate then amend address of the tenderer to enable the tender to be returned unopened incase it is declared late.

2.15.4 If the outer envelope is not sealed and marked as required by paragraph

2.15.2, South Eastern Kenya University 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 South Eastern Kenya University at the address specified under paragraph 2.15.2 no later than 10th *March 2021 at 10: 00A.M.*

2.16.2 South Eastern Kenya University may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by South Eastern Kenya University 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 tender's is received by South Eastern Kenya University prior to the deadline prescribed for the 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 cable, but followed by assigned Confirmation copy, post marked 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 specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.17.5 South Eastern Kenya University may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 South Eastern Kenya University shall give prompt notice of the termination to the tenderers and on request give reason for termination within 14 days of receiving the request from any tenderer

2.18 Opening of Tenders

2.18.1 SEKU will open all tenders in the presence of the tenderers' representatives who choose to attend on Tuesday 10th March 2021 at 10:00 AM in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance

2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as South Eastern

Kenya University, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 South Eastern Kenya University will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders South Eastern Kenya 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 shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the procuring entity in South Eastern Kenya University tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 South Eastern Kenya University will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will not be rectified on the following basis. The figures announced in the tender opening shall be absolute and final.

2.20.3 South Eastern Kenya 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 affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, South Eastern Kenya 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. South Eastern Kenya University 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 South Eastern Kenya University and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, South Eastern Kenya University 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 South Eastern Kenya University will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 South Eastern Kenya University evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

- (a) operational plan proposed in the tender;
- (b) deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.23 the following evaluation methods will be applied:

(a) ***Operational Plan.***

South Eastern Kenya University requires that the services under the invitation for tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the South Eastern Kenya University required delivery time will be treated as non-responsive and rejected.

(b) ***Deviation in payment schedule.***

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

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

2.22.6 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

2.23. Contacting the procuring entity

2.23.1 Subject to paragraph 2.19, no tenderer shall contact South Eastern Kenya University 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 the tenderer to influence South Eastern Kenya University tender evaluation, tender comparison or contract award in its decision may result in the rejection of the tenderer's tender

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, South Eastern Kenya University will determine to its satisfaction whether the tenderer that is selected as having submitted as having 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 tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the South Eastern Kenya University deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the South Eastern Kenya 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

2.24.3 Subject to paragraph 2.29 South Eastern Kenya University will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided

further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 South Eastern Kenya 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 procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.24.5 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 Notification of award

2.25.1 Prior to the expiration of the period of tender validity, South Eastern Kenya University will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and South Eastern Kenya

University pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, South Eastern Kenya University will promptly notify each unsuccessful tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

2.26.1 At the same time as South Eastern Kenya University notifies the successful tenderer that its tender has been accepted, South Eastern Kenya University will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the South Eastern Kenya University.

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

2.27 Performance Security

- 2.27.1 Within thirty (30) days of the receipt of notification of award from South Eastern Kenya 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 South Eastern Kenya University
- 2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event South Eastern Kenya University may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

- 2.28.1 South Eastern Kenya University requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.28.2 South Eastern Kenya 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;
- 2.28.3 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 procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1 Eligible Tenderers	The tender is open to all eligible bidders
2.2 Cost of tendering	There tender documents are to be downloaded for free
2.4 Clarification of Documents	Any clarifications should be sought at least seven days before the deadline Any clarification will be communicated to the Office of the Vice Chancellor website www.seku.ac.ke and/or bidders emails.
2.5 Amendment of documents	Any amendment of the document will be communicated through the Office of the Vice Chancellor website www.seku.ac.ke
2.11 Eligibility and Qualifications	Tenderers must submit all the documents indicated in the evaluation criteria below
2.12 Tender Security	Kshs 2% of bid price, AGPO firms can fill tender Security declaration
2.13 Tender validity	Tender shall remain valid for 120 days from closing date and time
2.15 Sealing and Marking of Tenders	Completed tender documents are to be submitted in plain sealed envelope, marked with the tender name and number to be deposited in the tender box provided at Ground Floor Tuition and Office block 1 or be addressed and posted as indicated in the invitation to tender.
2.16 Submission Deadline	On or before <i>Tuesday, 10th March, 2021 at 10.00 A.M</i>
2.16.3. Bulky tenders	Shall be received in Office of the Vice Chancellor at Tuition and office block 2 First Floor.
2.18 Opening Date	Tuesday, 10 th March 2021 at 10.00 A.M
2.22 Evaluation and comparison of tenders	See Evaluation criteria below
2.29.1 Performance Security	5% of the tender sum -from reputable Bank or Insurance company recognized by Public Procurement Regulatory Authority(PPRA).

Others:	Tenderers are required to ensure that all pages of their document are properly Serialized, stamped and the hard copy document should be properly bound.
	Tenderers should note that no substitution, alteration, change of format or modification to standard tender document is allowed. Tenderers are only allowed to add other relevant additional information to the tender documents. Any tenderer who does not adhere to this condition will automatically be disqualified

EVALUATION CRITERIA

Stage1: Mandatory Requirements

1. Copy of Certificate of Registration /Incorporation; or AGPO certificate
2. Copy of PIN/VAT Certificate;
3. Copy of Valid Tax Compliance Certificate;
5. Copy of Current Business Permit/License;
6. Duly filled, signed and stamped Price Schedule and Schedule of Requirements;
7. Duly filled, signed and stamped Form of Tender;
8. Duly filled, signed and stamped Confidential Business Questionnaire(S33);
9. Duly signed and stamped Declaration form Aon Debarment;
10. Duly signed and stamped Declaration form not to engage in Corruption;
11. Duly filled, signed and stamped **Tender Securing Declaration Form (Youth, Women and People Living With Disabilities)if in AGPO Category**
14. Tender is valid for 120 days.
15. Serialization of bid document

NB; Failure to meet any one of the above requirements shall lead to automatic disqualification.

Stage2: Technical Evaluation Requirements

1. Financial Capability.
2. Past performance-Experience of at least three (4) similar services done-10 Marks
3. Company profile that shows Management Team and Board of Directors-Organization 5 marks
4. Methodology will scored at -20 Marks
5. Time Completion schedule will be scored at 20 Marks (within three weeks from the date of award)
6. Provide three Names and qualifications of the team that will conduct the exercise=15 Marks
7. Provide Certificates of registration as a practicing from relevant professional body=10 Marks
8. Lead team leader should have over 5 years experience in similar works=20 Marks

The total score will be 100 POINTS and the pass mark shall be 70 POINTS

- NB:**
- a. Pass mark is 70%**
 - b. The above information should be presented in documents which are clearly numbered and arranged in sequence as indicated above to assist in evaluation.**

3: Site Visit

The evaluation committee **may** visit the premises of the bidders who are responsive to preliminary evaluation to confirm premises/physical location and to ascertain the accuracy of the information given in the tender documents, capacity and capability of the tenderers.

Bids from bidder pass the above three stages shall be recommended for financial evaluation.

4: Financial Evaluation

Bids from bidders shall be compared on the basis of unit prices quoted and the most responsive comparable to market price will be considered lowest evaluated and subsequently recommended for award.

I/We hereby certify that I/We have read the instructions and appendix to instructions of the and confirm that I/We have understood and I/We shall abide by them.

Tenderers Name

Date.

Official Stamp.....

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) The contract means the agreement entered into between the Procuring entity and the tenderer as recorded in the 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 services means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) The Procuring entity means the organization sourcing for the services under this Contract.
- e) The contractor means the individual or firm providing the services under this Contract.
- f) GCC means general conditions of contract contained in this section
- g) SCC means the special conditions of contract
- h) Day means calendar day

3.2 Application

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

3.3 Standards

3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.5 Patent Right's

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

3.6 Performance Security

Within twenty eight(28)days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

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

3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.7.4 Nothing in paragraph 3.7 shall in anyway release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

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

3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

3.10 Termination for Default

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

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

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

3.12 Termination of insolvency

The procuring entity may at any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.13 Termination for convenience

3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which

performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

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

3.14 Resolution of disputes

The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between the tenderor in connection with the contract.

If after thirty(30)days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

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

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
4. Special conditions of contract with reference to the general conditions of contract.

General conditions of Contract reference	Special conditions of contract
3.6 Performance Security	5% of the Tender Sum from reputable Bank or Insurance company recognized by PPOA.
3.8 Payment	All payments shall be made upon completion of the work and submission of an invoice.
3.9 Prices	No Contract price variations during the contract period.
3.14 Resolution of disputes	The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract. If after thirty (30) days after 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 formal resolution to the mechanisms
3.17 Applicable Law.	The contract shall be interpreted in accordance with the laws of Kenya.
Notices	Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or E-mail and confirmed in writing to the other party's address: Vice Chancellor South Eastern Kenya University

	P.O. Box 170– 90200 Kitui
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OBLIGATIONS OF THE SECURITY COMPANY

- (a) General transport requirements for all its personnel to and from SEKU.

SECTION V: SCHEDULE OF REQUIREMENTS

TENDER NO.SEKU/ONT/024/2020-2021: PROVISION OF ASSET TAGGING SERVICES FOR SOUTH EASTERN KENYA UNIVERSITY

NO	ITEM DESCRIPTION	UNIT	REMARKS
1	Cleaning and updating an existing Asset Register with approximately 6000 entries	No	
2	Development of an up to date “Live” Asset Register in both soft and hard copies.	No	
3	Tagging of Newly acquired SEKU Assets on an “as and when required basis”	No	

TENDERER'S NAME:.....

SIGNATURE:.....

Date.....

Company Seal.....

SECTION VI: TENDER NO.SEKU/ONT/024/2020-2021: PROVISION OF ASSET TAGGING SERVICES FOR SOUTH EASTERN KENYA UNIVERSITY

NO	ITEM DESCRIPTION	UNIT OF ISSUE	QUANTITY	UNIT COST	TOTAL COST	REMARKS
1	Cleaning and updating of an existing Asset Register with approximately 6000 entries	No	1			
2	Development of an up to date “Live” Asset Register in both soft and hard copies.	No	1			
3	Tagging of Newly acquired SEKU Assets on an “as and when required basis”	Per item	Various			

TENDERER'S NAME:.....

SIGNATURE:.....

Date.....

Company Seal.....

SECTION VII : 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. Declaration Form Aon Debarment-This form must be completed by the tenderer and submitted with the tender documents.
4. Declaration Form Bon Not to engage in Corruption or Fraudulent Practice-This form must be completed by the tenderer and submitted with the tender documents.
5. 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 procuring entity.
 6. Tender Securing Declaration Form-This form must be completed and submitted with the tender documents by tenderers registered under AGPO-Youth women and Persons living with Disabilities
7. 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.
9. 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 procuring entity.
9. Bank Guarantee for Advance Payment Form-When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
10. 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.

FORM OF TENDER

Date _____
Tender No. _____

To.....
.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.....*[insert numbers, the of which is hereby duly acknowledged, we, the undersigned, offer to provide [description of services] 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 provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by(Procuring entity).
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 anytime before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20
[signature] *[In* _____ *the* _____ *capacity* _____ *of]*
Duly authorized to sign tender for and on behalf of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

(S33)

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.

.....

Plot

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

.....

Postal Address Tel No..... Fax

..... E

mail.....

.....

Nature of

Business.....

Registration Certificate No..

.....

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

.....

Name of your bankersBranch

.....

Part 2(a)– Sole Proprietor

Your name in full..... Age

.....

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

*Citizenship details.....

Part 2(b)Partnership

Given details of partners as follows:

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

Part 2(c)– Registered Company

Private or Public

State the nominal and issued capital of company-

Nominal Kshs.

Issued Kshs.....

Given details of all directors as follows:

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

Date.....Sign/Stamp.....

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

DECLARATION FORM A

I,.....(Full Name)of P.O.
Box.....

Do hereby make a statement as follows:

1.THAT I am the
company.....
(Position e.g. Company Secretary/Chief Executive/ Managing Director/Principal Officer)
of..... (insert name
of company).

2. THAT the aforesaid Bidder, its directors and subcontractors have not been **debarred** from participating in procurement proceeding under the Public Procurement and Asset Disposal Act.

3. THAT what is declared hereinabove is true to the best of my knowledge Information and belief.

Signature.....Date.....
.....

Bidder’s official Stamp

DECLARATION FORM B

I,.....(Full Name)of P.O.
Box.....

Do hereby make a statement as follows:

1. THAT I am the
company.....
(Position e.g. Company Secretary/Chief Executive/ Managing Director/Principal Officer)
of..... (insert name
of company).
2. THAT the aforesaid bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of Board, management, staff and /or Employees and/or agents of **Office of the Attorney General and Department of Justice** which is the procuring entity.
3. THAT the aforesaid bidder, its servants and/or agents/ subcontractors have
Not offered any inducement to any member of Board, management, staff and /or
Employees and /or agents of Office of the Attorney General and Department of Justice
which is the procuring entity.
4. THAT the aforesaid Bidder will not engage /has not engaged in collusion practice with other bidders participating in the subject tender.
5. THAT what is declared hereinabove is true to the best of my knowledge information and belief.

Signature.....Date.....
.....

Bidder’s official Stamp

**TENDER SECURITY FORM (TENDERSECURING DECLARATION FORM
(YOUTH, WOMEN AND PEOPLE LIVING WITH DISABILITIES)**

To:

WHEREAS (Herein after called the Tenderer) has submitted its Tender dated for the provision ofto **South Eastern Kenya University** through tender no.....

WE THE UNDERSIGNED, DECLARE THAT:-

1. We understand that, according to your conditions, bids must be supported by a Tender Securing Declaration.

2. We accept that we will be automatically suspended from being eligible for bidding in any contract with you for a period of 5 years starting from date of letter of offer, if we are in breach of our obligations under the tender conditions, because we–
 - a) Have withdrawn our bid during the period of tender validity, or,
 - b) Having been notified of the acceptance of our bid by you during the period of tender validity –
 - i. Fail or refuse to sign the contract when required, or
 - ii. Fail or refuse to furnish the Performance Security in accordance with the Instructions to Tenderers.

3. We understand that this Tender Securing Declaration shall expire if we are not the successful bidder, upon either of the following:-
 - a) Our receipt of a copy of your notification of the name of the successful bidder,
 - b) Twenty eight (28) days after the expiry of our Tender.

4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

**DATE DAT-----THIS-----DAY OF.....
2021.**

Yours sincerely,
Name of Tenderer

Signature of duly authorized person signing the Tender

Name and Capacity of duly authorized person signing the Tender

Stamp or Seal of Tenderer

TENDER SECURITY FORM

Whereas[name of the tenderer]

(herein after called —the tenderer) has submitted its tender dated.....[date of submission of tender]for the provision of.....

[name and/or description of the services]

(herein after called —the Tenderer!l).....

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

Of.....having registered office at

[name of procuring entity](herein after called—the Bank) are bound unto..... [name

Of procuring entity](herein after called—the procuring entity!) in the sum of

For which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this day of 20.

THE CONDITIONS of this obligation are:

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

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30)days after the period of tender validity, and any demand in respect there of should reach the Bank not later than the above date.

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called —the tenderer) has undertaken, in pursuance of Contract No.[reference number of the contract]dated 20 to

supply.....

[Description services](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 are put able bank for the sum specified there in a 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 caviler argument, any sum or sums within the limits of[amount of guarantee]as a foresaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified there in.

This guarantee is valid until the day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20_____ between.....[name of procurement entity]of.....[country of Procurement entity] (herein after called —the Procuring entity)of the one part and.....[name of tenderer]of[city and.....country of tenderer](herein after called —the tenderer) of the other part.

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

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

3. In consideration of the payments to be made by the Procuring entity to the tenderer as Herein after mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects there in conformity in all respects with the provisions of the Contract

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision Of the materials and spares and the remedying of defects therein, the Contract Price or such Other sum as maybe come payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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

Signed, sealed, delivered by the (for the Procuring entity) Signed, sealed, delivered

By the (for the tenderer)

In the presence of _____.

BANK GUARANTEE FOR ADVANCEPAYMENT

To.....

[name of tender].....

Gentlemen and/or Ladies:

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

.....

[name and address of tenderer][herein after called—the tenderer]shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of

..... [amount of guarantee in figures and words] . We, the

.....

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the abovementioned 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

