

**KANGUNDO NATIONAL GOVERNMENT CONSTITUENCY  
DEVELOPMENT FUND**



**TENDER DOCUMENT**

**FOR**

**PURCHASE AND SUPPLY OF APPROVED CHEMISTRY, PHYSICS AND BIOLOGY  
LABORATORY EQUIPMENTS FOR ST. MARTINS KITWII GIRLS PRIMARY & JSS  
SCHOOL**

**INVITATION FOR TENDER NUMBER: KANG/NGCDF/007/2023/2024**

**OPEN TO ALL TENDER**

**CLOSING DATE: WEDNESDAY, 3RD APRIL 2024 TIME: -10.00 A.M. LOCAL  
TIME**

## INVITATION TO TENDER

DATE: 27<sup>th</sup> March 2024

TENDER REF NO: KANG/NGCDF/007/2023/2024

TENDER NAME: PURCHASE AND SUPPLY OF APPROVED CHEMISTRY, PHYSICS AND BIOLOGY LABORATORY EQUIPMENT FOR ST. MARTINS KITWII GIRLS PRIMARY & JSS SCHOOL

The (NG-CDF, P.O.BOX 1035-90115 KANGUNDO) invites sealed bids from eligible candidates for supply and delivery of sports Equipment

Interested eligible candidates may obtain further information from and inspect the tender documents for (NG-CDF KANGUNDO P.O BOX 1035-90115 KANGUNDO) during normal working hours.

A complete set of tender documents may be obtained from the NG-CDF office during the normal working hours upon payment of one thousand shillings to the account Kangundo Constituency Development Fund A/c no: **0900297884246** , Equity Bank Tala branch

Bid Documents may also be accessed by interested firms (free of charge) on at Tenders portal at [www.tenders.so.ke](http://www.tenders.so.ke) and/or [www.ngcdf.so.ke](http://www.ngcdf.so.ke). But Bidders MUST immediately email their namé and contact details (company name, cell phone number and email) to: [cdtkanxundo@ngcdf.go.ke](mailto:cdtkanxundo@ngcdf.go.ke) for records.

Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and tender description and be deposited in the Tender Box at the NG-CDF office Kangundo and be addressed to **(THE FUND ACCOUNT MANAGER P.O BOX 1035-90115 KANGUNDO)** so as to be received on or before **(3/04/2024 at 10.00am)**

Prices quoted should be net inclusive of all taxes and delivery costs, must be in Kenya Shillings and shall remain valid for (90) days from the closing date of the tender.

Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at (the NG-CDF Office)

## SECTION II

### INSTRUCTIONS TO TENDERERS

#### 2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to ALL as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents. The Procuring Entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section **131 of the Act**.
- 2.1.2. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Entity to provide consulting services for the preparation of the design, specifications, other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.3. 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 document shall be downloaded free of charge from the Procuring Entity website.

#### 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 5 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

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 procuring entity in writing or by post or email at the entity's address indicated in the Invitation for tenders. the procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than three (3) days

prior to the deadline for the submission of tenders, prescribed by the Procuring Entity. Written copies of the Procuring Entity's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

- 2.4.2. The Procuring Entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

## **2.5 Amendment of documents**

- 2.5.1. At any time prior to the deadline for submission of tenders, the procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the procuring entity at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of tender**

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

## **2.7 Documents Comprising the Tender**

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9, 2.10 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 shall be a dully filled Tender Securing Declaration Form
- (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:

- 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 20% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

## **2.10 Tender Currencies**

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

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

- 2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12 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 the procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the procuring entity as non-responsive.
- 2.13.2 In exceptional circumstances, the procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. 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 one copy of the tender, clearly marked "**ORIGINAL TENDER**" as appropriate.
- 2.14.2 The original 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, shall be initialed by the person or persons signing the tender and shall be paginated.
- 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 in an envelope, duly marked as **“ORIGINAL”** and shall:

- (a) be addressed to The Procuring Entity at the address given in the invitation to tender
- (b) bear, tender number and name in the invitation to tender and the words: **“DO NOT OPEN BEFORE 10.00 a.m. on 3<sup>rd</sup> April 2024.”**

2.15.2 The 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”.

2.15.3 If the envelope is not sealed and marked as required by paragraph 2.15.1, the procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

## 2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the procuring entity at the address specified under paragraph 2.15.1 no later than **10.00 a.m. on 3<sup>rd</sup> April 2024**.

2.16.2 The Procuring Entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 5, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

## 2.17 Modification and withdrawal of tenders

2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tender’s is received by the procuring entity 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 a signed confirmation copy, postmarked no 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.

2.17.5 The Procuring Entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

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

## **2.18 Opening of Tenders**

- 2.18.1 The Procuring Entity will open all tenders in the presence of tenderers representatives who choose to attend, at **10.00 a.m. on 3<sup>rd</sup> April 2024** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and such other details as the procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The Procuring Entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of tenders**

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the procuring entity during evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

## **2.20 Preliminary Evaluation and Responsiveness**

- 2.20.1 The Procuring Entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will NOT be rectified on any 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 total price shall prevail. If the candidate does not accept, its tender will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Procuring Entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 22, the procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by The Procuring Entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

### 2.20.6 Deviations, Reservations, and Omissions

During the evaluation of Tenders, the following definitions apply:

“**Deviation**” is a departure from the requirements specified in the tendering document;

“**Reservation**” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and

“**Omission**” is the failure to submit part or all of the information or documentation required in the tendering document.

#### **Determination of Responsiveness**

The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself.

A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

If accepted, would:

affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or

if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with IIT 16 and IIT 17, in particular, to confirm that all requirements of Section VII, Schedule of requirements have been met without any material deviation or reservation, or omission.

If a Tender is not substantially responsive other requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

Non-conformities, Error and Omissions

Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformity in the Tender.

Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non-conformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the

Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the Tender Documents.

## **2.21 Conversion to a single currency**

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

## **2.22 Evaluation and comparison of tenders.**

2.22.1 The Procuring Entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 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 The Procuring Entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications.

2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

(a) ***Response time***

The Procuring Entity requires that the services be provided expeditiously.

(b) ***Payment terms***

Tenderers shall state their tender price and payment terms on a schedule outlined in the special conditions of contract.

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 the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation, tender comparison or contract award may result in the rejection of the tenderer's tender.

## **2.24 Award of Contract**

### **a) Post qualification**

2.24.1 In the absence of pre-qualification, the procuring entity will determine to its satisfaction whether the tenderers that are selected as having submitted the lowest evaluated responsive tenders are 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 2.1.2, as well as such other information as the procuring entity deems necessary and appropriate.

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

### **b) Award Criteria**

2.24.4 Subject to paragraph 2.22 the procuring entity will award the contract to the successful tenderers whose tender have been determined to be substantially responsive and have been determined to be the lowest evaluated tenders, provided further that the tenderers are determined to be qualified to perform the contract satisfactorily.

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, the procuring entity will notify the successful tenderers 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 the procuring entity pursuant to clause 2.26. 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 27, the procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security forms.

## **2.26 Signing of Contract**

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

2.26.2 Upon receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the procuring entity.

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

## **2.27 Performance Security**

2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring Entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the procuring entity.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award, in which event the procuring entity may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

2.28.1 The Procuring Entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

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

2.28.3 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 THE 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 tenders	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: <b>All Eligible tenderers</b>
2.2.2	<p>Bid documents are available at the Kangundo NG-CDF offices upon payment of a non- refundable tender fee of ksh 1,000/= payable directly to Kangundo Constituency Development Fund A/c no: <u>0900297884246</u>, Equity Bank Tala branch</p> <p>Tender document may also be downloaded free of charge from the procuring entity’s websites: <a href="http://www.ngcdf.go.ke">www.ngcdf.go.ke</a> or <a href="http://www.tenders.go.ke">www.tenders.go.ke</a></p>
2.10	Particulars of other currencies allowed. <b>None</b>
2.11	<p>Particulars of eligibility and qualifications documents of evidence required. Copies of:</p> <ul style="list-style-type: none"> <li>i. Certificate of Registration/Incorporation</li> <li>ii. Certificate of valid tax compliance</li> <li>iii. Certificate of valid business permit</li> </ul>
2.12.2	Particulars of tender security if applicable: <b>Tender Securing declaration form</b>
2.12.3	Form of Tender Security: <b>Tender Securing declaration form</b>
2.13	Validity of Tenders: <b>Tenders Shall remain valid for 90 days.</b>
2.16.3	Bulky tenders which do not fit in the tender box shall be delivered to the Procurement Unit.
2.22	<p><b>Evaluation Criteria</b></p> <p><b>Preliminary evaluation</b></p> <p>The following requirements <b>must be met</b> by the tenderer notwithstanding other requirements in the tender documents: -</p> <ul style="list-style-type: none"> <li>I. Must submit a copy of certificate of Registration/Incorporation</li> <li>II. Must submit a copy of valid Tax Compliance Certificate for KRA</li> <li>III. Must submit a copy of valid Business Permit Certificate</li> <li>IV. Must provide a copy of CR12 for limited companies</li> <li>V. Must provide a fully filled Tender Security Declaration form</li> <li>VI. Must submit a dully filled up, signed &amp; stamped Confidential Business Questionnaire in format provided</li> <li>VII. Must serialize/pageinate all pages of the bid submitted</li> </ul> <p>At this stage, the tenderer’s submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated and will not be considered for further evaluation.</p>
	<p><b>Technical evaluation</b></p> <p>This section will examine the compliance to the Specifications. <i>Bidders MUST comply with the product technical compliance to move to the financial evaluation stage.</i></p>

	S/NO	Evaluation criteria	Score
	<b>R1</b>	Filled and stamped business questionnaire.(15 marks)	
	<b>R2</b>	Copy of National Identification Cards (Directors) (10 marks)	
	<b>R3</b>	Proof of Audited Financial Account for the past 3 Years, (10 marks )	
	<b>R4</b>	Duly filled, signed and stamped tender form. (15 marks)	
	<b>R5</b>	Proof of Past experience of similar works (10 marks)	
		<b>Total score</b>	<b>60</b>
<p><b>Bidders who will score below 50 marks will be eliminated at this stage and will not be considered for further evaluation.</b></p>			
	<p><b>Financial evaluation</b> Ranking from the lowest evaluated to the highest as a LOT (not item by item).</p>		
2.24.4	<p><b>Award criteria:</b> The lowest evaluated bidder will be awarded as a LOT.</p>		

## **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
- i) “NG CDF” means National Government Constituency Development Fund

#### **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 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

#### **3.4 Patent Right's**

- 3.4.1 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 contract or any part thereof.

#### **3.5 Performance Security**

- 3.5.1 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.
- 3.5.2 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.

3.5.3 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.

3.5.4 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.

### **3.6 Inspections and Tests**

3.6.1 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.

3.6.2 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.

3.6.3 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.

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

### **3.7 Payment**

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

### **3.8 Prices**

3.8.1 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.

### **3.9 Assignment**

3.9.1 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**

3.10.1 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.

3.10.2 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.

### **3.11 Termination of insolvency**

3.11.1 The Procuring Entity may at the anytime 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.

### **3.12 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.

### **3.13 Resolution of disputes**

3.13.1 The Procuring Entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

3.13.2 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.

### **3.14 Governing Language**

3.14.1 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.

### **3.15 Force Majeure**

3.15.1 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.

### **3.16 Applicable Law.**

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

### **3.17 Notices**

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

3.17.2 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 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.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.5	Specify performance security if applicable: <b>N/A</b>
3.7	Specify method Payments. <b>Payments shall be made after the procuring entity receives the goods on a monthly basis</b>
3.8	Specify price adjustments allowed. <b>None</b>
3.14	Specify resolution of disputes. <b>Disputes to be settled as per the Arbitration Laws of Kenya</b>
3.16	Specify applicable law. <b>Laws of Kenya</b>
3.17	Indicate addresses of both parties. Client: <b>KANGUNDO NG – CDF, P.O BOX 1035 – 90115, KANGUNDO – KENYA.</b>

**SECTION VII ~ PRICE SCHEDULE FOR GOODS**

<b>PHYSICS LABORATORY APPARATUS</b>						
<b>S/N O</b>	<b>DESCRIPTION</b>	<b>UNIT OF ISSUE</b>	<b>QUANTIT Y</b>	<b>UNIT PRIC E</b>	<b>VA T 16 %</b>	<b>SELLIN G PRICE</b>
1	AMMETER DUAL RANGE	PCS	10			
2	BALL AND RING	PCS	5			
3	BI METALLIC STRIP	PCS	5			
4	CALORIMETER	PCS	2			
5	CELL HOLDERS WOODEN 1CELL	PCS	10			
6	CELL HOLDERS WOODEN 2CELL	PCS	10			
7	CELL HOLDERS WOODEN 3 CELL	PCS	10			
8	CONCAVE LENS FL 10CM, 15CM 20CM	PCS	30			
9	CONCAVE LENS FL 10CM, 15CM 20CM	PCS	30			
10	CONCAVE MIRROR FL 10CM, 15CM 20CM	PCS	30			
11	CONCAVE MIRROR FL 10CM, 15CM 20CM	PCS	30			
12	CONNECTING WIRES	ROLL	2			
13	CONVEX MIRROR FL 10CM, 15CM 20CM	PCS	30			
14	COPPER WIRE REEL SWG 22	ROLL	2			
15	COPPER WIRE REEL SWG 28	ROLL	2			
16	CORK BORER SET	SET	1			
17	ELECTRIC MOTOR AN V	PCS	2			
18	ELECTRIC BELL	PCS	2			
19	ELECTRIC MOTOR MODEL	PCS	2			
20	EUREKA CAN -OVER FLOW CAN	PCS	10			
21	GALVANOMETER CENTRE ZERO	PCS	5			

22	GLASS MARBLE	PKT	1			
23	GLASS PRISM	PCS	5			
24	GLASS ROD 30CM	PCS	10			
25	GLASS STIRRING ROD 30CM	PCS	10			
26	GLASS TROUGH 300MM	PCS	1			
27	GLASS BLOCK RECTANGULAR	PCS	10			
28	GLASS BLOCK SEMICIRCULAR	PCS	10			
29	HANDLENS/MAGNIFYING LENS	PCS	20			
30	IRON METAL FILLINGS	500GM S	1			
31	KNIFE EDGE WOODEN 10CM	PCS	10			
32	LENS HOLDER WOODEN	PCS	10			
33	MAGNET U SHAPED 3"	PCS	5			
34	MAGNET BAR 3" WITH KEEPER	PAIR	5			
35	MAGNET BAR 4"WITH KEEPER	PAIR	5			
36	MAGNET HORSE SHOE 3"	PCS	5			
37	MAGNETIC NEEDLE ON STAND	SET	5			
38	MAGNETIC PLOTTING COMPASS 50MM	PCS	5			
39	MASS / WEIGHT WITH HOOK 100GMS	PCS	10			
40	MASS / WEIGHT WITH HOOK 10GMS	PCS	10			
41	MASS / WEIGHT WITH HOOK 20GMS	PCS	10			
42	MASS / WEIGHT WITH HOOK 40GMS	PCS	10			
43	MASS / WEIGHT WITH HOOK 5GMS	PCS	10			
44	METER RULE FULL WOODEN	PCS	20			
45	METER RULE HALF WOODEN	PCS	20			
46	MICROMETER SCREW GAUGE	PCS	10			

47	MILLIAMETER	PCS	10			
48	MIRROR MOUNTED- PLAIN	PCS	10			
49	NICHROME WIRE SWG 28	ROLL	2			
50	OPTICAL PINS	PKT	2			
51	PENDULUM BOB 1/2"	PCS	10			
52	PLUG KEY SWITCH 1 WAY	PCS	10			
53	PULLEY DOUBLE METALLIC	PCS	10			
54	PULLEY DOUBLE PLASTIC	PCS	10			
55	PULLEY SINGLE METALLIC	PCS	10			
56	PULLEY SINGLE PLASTIC	PCS	10			
57	RAY BOX WITH SLITS	SET	1			
58	RETORT STAND COMPLETE	SET	5			
59	RHEOSTAT ANY OHMS	PCS	2			
60	SLINKY SPRINGS	PCS	2			
61	SOLENOID WITH TERMINALS	PCS	2			
62	SPIRAL SPRING	PCS	10			
63	SPIRAL SPRING	PCS	10			
64	SPRING BALANCE 250GMS	PCS	10			
65	STOP WATCH DIGITAL	PCS	10			
66	STOPPERED CONTAINERS	PCS	50			
67	TEST TUBE HOLDER	PCS	10			
68	THREAD COTTON	ROLL	5			
69	TICKER TAPE TIMER WITH ROLL	SET	1			
70	TUNING FORK SET OF 8	SET	1			
71	VERNIER CALIPERS	PCS	10			
72	WHITE SCREEN ON STAND PLAIN	PCS	10			

73	WHITE SCREEN ON STAND WITH CROSSWIRES	PCS	10			
74	WIRE GAUZE	PCS	20			
75	Y-TUBE PLASTIC	PCS	10			
76	MOBILE LABORATORY WITH ACCOMPANIMENTS	SET	1			
<b>TOTAL</b>				-	-	-

**CHEMISTRY LABORATORY  
APPARATUS**

S/N O	DESCRIPTION	UNIT OF ISSUE	QUA NTIT Y	UNIT PRICE	VAT 16%	SELLIN G PRICE
1	ELECTRONIC WEIGHING BALANCE BALANCE 200GX0.1	PCS	1			
2	ACID PROOF GLOVES	PAIR	5			
3	ATOMIC MODEL SET - BIG	SET	1			
4	BEE HIVE SHELF	PCS	5			
5	BOILING TUBE BRUSH	PCS	20			
6	BULB 2.5V	PCS	50			
7	BULB HOLDERS	PCS	50			
8	BUNSEN BURNER STANDARD	PCS	4			
9	BURETTE BRUSH	PCS	5			
10	BURETTE CLIP	PCS	20			
11	CELL HOLDERS WOODEN 3 CELL	PCS	20			
12	CELL HOLDERS WOODEN 1CELL	PCS	20			

13	CELL HOLDERS WOODEN 2 CELL	PCS	20			
14	COMPLETE RETORT STAND	SET	5			
15	CROCODILE CLIPS	PCS	50			
16	DIGITAL STOP WATCH	PCS	40			
17	ELECTRODE ROD ALLUMINIUM	PCS	2			
18	ELECTRODE ROD CARBON	PCS	2			
19	ELECTRODE ROD COPPER	PCS	2			
20	ELECTRODE ROD LEAD	PCS	2			
21	ELECTRODE ROD ZINC	PCS	2			
22	ELECTRODE PLATE ALLUMINIUM	PCS	2			
23	ELECTRODE PLATE CARBON	PCS	2			
24	ELECTRODE PLATE COPPER	PCS	2			
25	ELECTRODE PLATE LEAD	PCS	2			
26	ELECTRODE PLATE ZINC	PCS	2			
27	EYES SAFETY GOGGLES	PCS	2			
28	FIRST AID BOX STANDARD 25 USERS	SET	1			
29	GAS CARTRIDGE	PCS	5			
30	GAS HOSE PIPE	MTRS	2			
31	GAS MASK DOUBLE RESPIRATOR	PCS	1			
32	GAS PORTABLE BURNER	PCS	2			
33	GLOVES LATEX	PKT	1			
34	LAB COATS	PCS	2			
35	LABELS	PKT	20			
36	LIEBIG CONDENSER	PCS	5			
37	MORTAR AND PESTLE	3"	10			
38	MORTOR & PESTLE	4"	10			

39	PAIR OF TONGS	200MM	10			
40	PERIODIC TABLE CHART LARGE	PCS	2			
41	PIPE CLAY TRIANGLE	PCS	10			
42	PIPETTE FILLER BULB TYPE	PCS	20			
43	RUBBER CORKS TO FIT BOILING TUBE	PCS	40			
44	RUBBER CORKS TO FIT CONICAL FLASK	PCS	40			
45	RUBBER CORKS TO FIT TEST TUBE	PCS	40			
46	SAFETY GOOGLES	PCS	10			
47	SPATULA STAINLESS STEEL	PCS	50			
48	SYRINGE 10MLS	PCS	10			
49	TEST TUBE RACK WOODEN 6 HOLE	PCS	10			
50	THERMOMETER -10-110 ALCOHOL	PCS	100			
51	TRIPOD STAND HIGH	PCS	20			
52	VOLUMETRIC FLASK 1000ML	PCS	5			
53	WHITE TILE	PCS	10			
54	WIRE GAUZE	PCS	25			
55	WOODEN SPLINTS	PKT	2			
56	BOILING TUBE PYREX	PCS	100			
57	BEAKER 100MLS PLASTIC	PCS	40			
58	BEAKER 250MLS PLASTIC	PCS	40			
59	BEAKER 400ML	PCS	40			
60	BEAKER 500MLS PLASTIC	PCS	5			
61	BEAKER 50MLS PLASTIC	PCS	40			
62	BURETTE PINCH CLIP	PCS	20			
63	COMBUSTION TUBE 12" X 1"	PCS	10			

64	CONICAL FLASK 250MLS	PCS	40			
65	CRUCIBLE(LID) 50MLS	PCS	2			
66	DEFLAGRATING SPOON WITH LID	PCS	5			
67	DELIVERY TUBE 30CM	PCS	5			
68	DISTILLATION FLASK WITH SIDE ARM 250MLS	PCS	2			
69	DROPPER PLASTIC GRADUATED	PCS	50			
70	DROPPING FUNNEL WITH TAP 50MLS	PCS	2			
71	EVAPORATING DISH	PCS	2			
72	EYE BOTTLE - EYE DROPPER	PCS	40			
73	FILTER FUNNEL PLASTIC -75MM	PCS	20			
74	FLASK BOILING FLAT BOTTOMED 250MLS	PCS	4			
75	FLASK BOILING ROUND BOTTOMED 250MLS	PCS	4			
76	FRACTIONATING COLUMN	PCS	4			
77	GAS JAR WITH LID 250X50MM	PCS	10			
78	GLASS CAPILLARY TUBING 30CM	PCS	5			
79	GLASS ROD 30CM	PCS	5			
80	GLASS STIRRING ROD 30CM	PCS	5			
81	GLASS TROUGH 300MM	PCS	1			
82	GLASS TUBING 30CM	PCS	5			
83	HANDLENS	PCS	20			
84	MEASURING CYLINDER 100MLS PLASTIC	PCS	50			
85	MEASURING CYLINDER 10MLS PLASTIC	PCS	50			
86	MEASURING CYLINDER 250MLS	PCS	50			

	GLASS					
87	MEASURING CYLINDER 250MLS PLASTIC	PCS	20			
88	MEASURING CYLINDER 500MLS GLASS	PCS	3			
89	MEASURING CYLINDER 500MLS PLASTIC	PCS	3			
90	MEASURING CYLINDER 50ML PLASTIC	PCS	50			
91	PETRI DISH CLEAR PLASTIC 90MM	PCS	30			
92	PIPETTE 25ML	PCS	35			
93	REAGENT BOTTLE 125ML CLEAR	PCS	5			
94	REAGENT BOTTLE 250ML AMBER	PCS	5			
95	REAGENT BOTTLE 60ML CLEAR	PCS	5			
96	ROUND BOTTOMED FLASK 500ML	PCS	10			
97	TEST TUBES PYREX	PCS	100			
98	THISTLE FUNNEL WITH TAP	PCS	10			
99	VOLUMETRIC FLASK 250ML	PCS	10			
100	WASH BOTTLE 250ML	PCS	50			
101	WASH BOTTLE 500ML	PCS	40			
102	WATCH GLASS 75MM	PCS	15			
	<b>SUB-TOTAL</b>			-	-	-

<b>BIOLOGY LABORATORY APPARATUS</b>						
<b>S/N O</b>	<b>DESCRIPTION</b>	<b>UNIT OF ISSUE</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>VAT 16%</b>	<b>SELLING PRICE</b>

1	BIOLOGY DISSECTING KIT 19 INSTRUMENTS	PCS	1			
2	COTTON THREAD	ROLL	3			
3	COTTON WOOL 50GMS	ROLL	5			
4	COVERSLIPS 24X22 FOR MICROSCOPE	PKT	2			
5	DISSECTING FORCEPS	PCS	5			
6	DISSECTING BOARD SOFT BOARD	PCS	5			
7	DISSECTING NEEDLE WITH WOODEN HANDLE	PCS	5			
8	DISSECTING TRAY WITHOUT WAX	PCS	5			
9	G-CLAMP 2"	PCS	2			
10	GLOVES ACID PROOF	PAIR	2			
11	GLOVES LATEX	PKT	1			
12	HUMAN CIRCULATORY SYSTEM CHART	PCS	2			
13	HUMAN DIGESTIVE SYTEM CHART	PCS	2			
14	HUMAN EXCRETORY SYSTEM CHART	PCS	2			
15	HUMAN MODEL EYE	PCS	2			
16	HUMAN MODEL OF EAR	PCS	2			
17	HUMAN MODEL OF HEART	PCS	2			
18	HUMAN MODEL OF KIDNEY	PCS	2			
19	HUMAN NERVOUS SYSTEM CHART	PCS	2			
20	HUMAN SKELETON MODEL SMALL SIZE	PCS	2			
21	LAB COATS	PCS	2			
22	LABELS	PKT	5			
23	METRE RULERS FULL WOODEN	PCS	10			

24	METRE RULERS HALF WOODEN	PCS	10			
25	MICROSCOPE STUDENT- LIGHT	SET	2			
26	MOUNTING NEEDLES -OPTICAL PINS	PKT	1			
27	POTOMETERS STUDENT	PCS	2			
28	PREPARED SLIDES -ANIMAL TISSUE - ASSORTED	PCS	20			
29	PREPARED SLIDES ASSORTED	PCS	10			
30	PREPARED SLIDES -PLANT TISSUE ASSORTED	PCS	20			
31	SCALEPEL BLADE	PKT	2			
32	STOP WATCH DIGITAL	PCS	10			
33	SWEEP NETS	PCS	3			
34	SYRINGE 20ML PLASTIC	PCS	10			
35	TAPE MEASURE -TAILORS	PCS	2			
36	TEST TUBE RACKS 6 HOLE WOODEN	PCS	5			
37	T-SHAPED CONNECTOR PLASTIC	PCS	5			
38	BEAKER 1000ML GLASS	PCS	5			
39	BEAKER 100ML GLASS	PCS	5			
40	BEAKER 250ML GLASS	PCS	5			
41	BEAKER 500ML GLASS	PCS	5			
42	BEAKER 50ML GLASS	PCS	5			
43	BELL JAR WITH KNOB	PCS	1			
44	BOILING TUBES PYREX	PCS	50			
45	CENTRIFUGE MACHINE 4 TUBE MANUAL	PCS	1			
46	CONICAL FLASKS 250MLS	PCS	10			
47	DELIVERY TUBE 30CM	PCS	5			

48	DELIVERY TUBES 30CM	PCS	4			
49	DESSICATOR WITH KNOB	5"	1			
50	DROPPER GLASS WITH TEAT	PCS	20			
51	EVAPORATING DISH	PCS	3			
52	FLAT BOTTOMED FLASKS 250ML	PCS	5			
53	FUNNEL GLASS 75/100MM	PCS	3			
54	FUNNEL PLASTIC 75MM	PCS	10			
55	GAS JAR WITH LID	PCS	2			
56	GLASS ROD 30CM	PCS	5			
57	GLASS TROUGH	300MM	1			
58	HAND LENS	PCS	10			
59	MEASURING CYLINDER 1000ML PLASTIC	PCS	2			
60	MEASURING CYLINDER 100ML GLASS	PCS	10			
61	MEASURING CYLINDER 100ML GLASS	PCS	10			
62	MEASURING CYLINDER 100ML PLASTIC	PCS	55			
63	MEASURING CYLINDER 10ML GLASS	PCS	10			
64	MEASURING CYLINDER 10ML PLASTIC	PCS	10			
65	MEASURING CYLINDER 250ML GLASS	PCS	10			
66	MEASURING CYLINDER 250ML PLASTIC	PCS	10			
67	MEASURING CYLINDER 500ML GLASS	PCS	10			
68	MEASURING CYLINDER 500ML PLASTIC	PCS	10			
69	MEASURING CYLINDER 50ML GLASS	PCS	15			
70	MEASURING CYLINDER 50ML GLASS	PCS	10			

71	MEASURING CYLINDER 50ML PLASTIC	PCS	10			
72	MICROSCOPE COVER SLIPS SIZE 22X22	PKT	2			
73	MORTOR & PESTLE 3"	3"	5			
74	MORTOR & PESTLE 4"	4"	5			
75	PETRI DISH PLASTIC	PCS	17			
76	PIPETTE 25MLS	PCS	15			
77	PRESERVATION/ SPECIMEN GLASS BOTTLE 1000MLS	PCS	2			
78	PRESERVATION/ SPECIMEN GLASS BOTTLE 750ML	PCS	2			
79	VISKING TUBINGS 10MTRS	ROLLS	1			
80	VOLUMETRIC FLASK 250MLS	PCS	15			
81	WASH BOTTLE 250MLS	PCS	45			
82	WASH BOTTLE 500MLS	PCS	40			
83	WATCH GLASS 75MM	PCS	20			
		<b>BIOLOGY TOTAL</b>		-	-	-

Name of tenderer \_\_\_\_\_

Tender Number \_\_\_\_\_

## SECTION VII

### STANDARD FORMS

- 1.0 **Form of Tender**- The form of Tender must be completed by the Bidder and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the Bidder.

- 2.0 **Confidential Business Questionnaire Form** - This form must be completed by the Bidder and submitted with the tender documents.
- 3.0 **Tender Security Form** -The Bidder shall fill, sign and stamp the form included herein
- 4.0 **Self-Declaration Form** -The bidder shall provide a self-declaration form that the firm is not debarred from participating in Public Procurement

**SECTION VII**

**FORM OF TENDER**

Date\_\_\_\_\_

Tender No.....

To: **Fund Account Manager,  
Kangundo NG–CDF,  
P. O 1035 – 90115,  
Kangundo Kenya.**

Dear Sir/Madam:

1. Having examined the tender documents including Addenda No: ..... *[insert number]*, the of which is hereby duly acknowledged, we, the undersigned, offer to provide..... *[description of services]* in conformity with the said tender documents at the rate of ..... *[As per the price Schedule]* 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. We agree to abide by this Tender for a period of..... **[number]** days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ month.....24

*[signature]*.....

In the capacity of  
 Duly authorized to sign tender for and on behalf  
 of.....

**SECTION VIII**

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

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

Part 1 General

Business Name.....  
 Location of Business Premises .....  
 Plot No,..... Street/Road.....  
 Postal address ..... Tel No. .... Email.....  
 Nature of Business .....  
 Registration Certificate No.....  
 Maximum value of business which you can handle at any one time – Ksh.....  
 Name of your bankers.....  
 Branch.....

	<p>Part 2 (a) – Sole Proprietor  Your name in full..... Age.....  Nationality.....Country of Origin.....  Citizenship details  .....</p>																				
	<p>Part 2 (b) – Partnership  Given details of partners as follows</p> <table border="0"> <thead> <tr> <th data-bbox="213 510 293 539">Name</th> <th data-bbox="491 510 639 539">Nationality</th> <th data-bbox="791 510 1038 539">Citizenship Details</th> <th data-bbox="1166 510 1254 539">Shares</th> </tr> </thead> <tbody> <tr> <td data-bbox="264 546 280 575">1.</td> <td colspan="3" data-bbox="293 546 1406 575">.....</td> </tr> <tr> <td data-bbox="264 580 280 609">2.</td> <td colspan="3" data-bbox="293 580 1406 609">.....</td> </tr> <tr> <td data-bbox="264 613 280 642">3.</td> <td colspan="3" data-bbox="293 613 1406 642">.....</td> </tr> <tr> <td data-bbox="264 647 280 676">4.</td> <td colspan="3" data-bbox="293 647 1406 676">.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.	.....			2.	.....			3.	.....			4.	.....		
Name	Nationality	Citizenship Details	Shares																		
1.	.....																				
2.	.....																				
3.	.....																				
4.	.....																				
	<p>Part 2 (c) – Registered Company  Private or Public  State the nominal and issued capital of company  Nominal Ksh.  Issued Ksh.  Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th data-bbox="213 913 293 943">Name</th> <th data-bbox="491 913 639 943">Nationality</th> <th data-bbox="791 913 1038 943">Citizenship Details</th> <th data-bbox="1166 913 1254 943">Shares</th> </tr> </thead> <tbody> <tr> <td data-bbox="264 949 280 978">1.</td> <td colspan="3" data-bbox="293 949 1406 978">.....</td> </tr> <tr> <td data-bbox="264 983 280 1012">2.</td> <td colspan="3" data-bbox="293 983 1406 1012">.....</td> </tr> <tr> <td data-bbox="264 1016 280 1046">3.</td> <td colspan="3" data-bbox="293 1016 1406 1046">.....</td> </tr> <tr> <td data-bbox="264 1050 280 1079">4.</td> <td colspan="3" data-bbox="293 1050 1406 1079">.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.	.....			2.	.....			3.	.....			4.	.....		
Name	Nationality	Citizenship Details	Shares																		
1.	.....																				
2.	.....																				
3.	.....																				
4.	.....																				
	<p>Date..... Signature of Candidate.....</p>																				

**TENDER SECURING DECLARATION FORM**

(The bidder shall complete this Form in accordance with the instructions indicated)

Date: ..... (Insert date (as day, month and year) of Bid submission)

Tender No: ..... (Insert number of bidding process)

To: ..... (Insert complete name of Purchaser)

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time (insert number of months or years) starting on (insert date), if we are in breach of our obligation(s) under the bid conditions, because we – (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of Bid validity, (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. We understand that this Bid Securing Declaration shall expire if we are not successful Bidder, upon the earlier of
  - a) Our receipt of a copy of your notification of the name of the successful Bidder; or
  - b) Thirty days after expiration of our Tender
4. We understand that if we are a joint Venture, the bid Securing Declaration must be in the name of the joint venture that submits the bid, and the joint venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: .....

Capacity/title director or partner or sole proprietor, e.t.c) .....

Name: .....

Duly authorized to sign the bid for and on behalf of: (insert complete name of bidder)

Dated on..... day of .....(insert date of signing)

Seal or stamp