



# **KENYATTA UNIVERSITY**

**TENDER NO.: KU/TNDR/G/164/SDTT/2017-  
2019**

**TENDER FOR SUPPLY AND DELIVERY  
OF  
TYRES AND TUBES FOR MOTOR  
VEHICLE AND TRACTORS  
AT KENYATTA UNIVERSITY**

**OPEN TO THE GENERAL PUBLIC**

**CLOSING DATE: FRIDAY 16<sup>TH</sup> FEBRUARY, 2018 AT  
10.00 A.M.**

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## SECTION I: INVITATION FOR TENDERS

**TENDER REF. NO:** KU/TNDR/G/164/ SDTT/2017-2019

**TENDER NAME:** TENDER FOR SUPPLY AND DELIVERY OF TYRES AND TUBLES FOR MOTOR VEHICLES AND TRACTORS AT KENYATTA UNIVERSITY.

1.1 **Kenyatta University** invites sealed tenders from Manufacturers or their Principal Agents in Kenya for **Supply and Delivery of Tyres and Tubes for Motor Vehicles and Tractors at Kenyatta University.**

1.2 A complete set of tender documents may be obtained by the candidates A complete set of tender documents may be obtained by the candidates upon payment of a non-refundable fee of **(One Thousand shillings only) Ksh.1,000** to be deposited in:-

Bank Name: National Bank of Kenya  
Branch: Ruiru  
Account Name: Kenyatta University  
Account Number: 0100359150800

**Or**

Download the tender documents free of charge at Kenyatta University website [www.ku.ac.ke](http://www.ku.ac.ke). Bidders who opt to download MUST send their contact details to [procurement@ku.ac.ke](mailto:procurement@ku.ac.ke)

Those who buy the tenders are advised to take the bank slip to the Cashier to be issued with an official receipt before collecting the tender documents from Procurement Department at Central Administration Complex Room 005 during normal working hours, Monday-Friday.

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

1.3 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box situated at **(Kenyatta University, Central Administration Complex, Procurement Section Ground Floor)** so as to be received on or before **Friday 16<sup>th</sup> February 2018 at 10:00am.**

1.4 Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at **(Kenyatta University - Boardroom).**

**DEPUTY VICE – CHANCELLOR (FINANCE AND DEVELOPMENT)  
KENYATTAUNIVERSITY**

## SECTION II: – INSTRUCTIONS TO TENDERERS

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## **SECTION II: INSTRUCTIONS TO TENDERERS**

### **2.1 ELIGIBLE TENDERERS**

- 2.1.1. This Invitation to tender is open to tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the goods for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. Kenyatta University'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 66 of the Public Procurement and Asset Disposal Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by Kenyatta University to provide consulting services for the preparation of the design, specifications, and other documents to be used for the 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 Kenyatta University, 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** Kenyatta 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) Details of service
  - v) Schedule of Requirements
  - vi) Form of tender
  - vii) Price schedules
  - viii) Contract form
  - ix) Confidential business questionnaire form
  - x) Tender security form
  - xi) Performance 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 TENDER DOCUMENTS**

2.4.1. A prospective candidate making inquiries of the tender document may notify Kenyatta University in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. Kenyatta 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 University. Written copies of the University'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. Kenyatta 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, Kenyatta 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, Kenyatta 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 Kenyatta 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:

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 Kenyatta University 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 Kenyatta University's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12 TENDER SECURITY**

- 2.12.1 The tenderer shall furnish, as part of its tender, a bid security of **Kshs 100,000.00**.
- 2.12.2 The tender security is required to protect Kenyatta 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 bank guarantee.
- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by Kenyatta 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 as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by Kenyatta University.
- 2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.
- 2.12.7 The tender security may be forfeited:
- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by Kenyatta 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 30 or
      - (ii) to furnish performance security in accordance with paragraph 31.
    - (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 **90** days or as specified in the invitation to tender after date of tender opening prescribed by Kenyatta University, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the university as nonresponsive.
- 2.13.2 In exceptional circumstances, Kenyatta University may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 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 unamended 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 Kenyatta 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 **Friday 16<sup>th</sup> February 2018 at 10:00am.**"
- 2.15.2 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late". —
- 2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, Kenyatta 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 Kenyatta University at the address specified under paragraph 2.15.2 no later than **Friday 16<sup>th</sup> February 2018 at 10:00am.**
- 2.16.2 Kenyatta 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 university 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 Procurement Office Room 5-Central Administration Complex, labeled and kept in the Procurement Office 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 Kenyatta 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 a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity 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 Kenyatta 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 Kenyatta University 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 Kenyatta University will open all tenders in the presence of tenderers' representatives who choose to attend, on **Friday 16<sup>th</sup> February 2018 at 10:00am.** 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 the presence or absence of requisite tender security and such other details as Kenyatta University, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 Kenyatta 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 Kenyatta 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 Kenyatta University in its 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 Kenyatta 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 be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 Kenyatta University 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 23, Kenyatta 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. Kenyatta University'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 Kenyatta University and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21 CONVERSION TO A SINGLE CURRENCY**

2.21.1 Where other currencies are used, Kenyatta 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 Kenyatta 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 Kenyatta University'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:

(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 22.3 the following evaluation methods will be applied:

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

Kenyatta 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 University's 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. The Procuring entity 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 KENYATTA UNIVERSITY**

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 Kenyatta University in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

## **2.24 AWARD OF CONTRACT**

### **a) Post qualification**

2.24.1 In the absence of pre-qualification, Kenyatta University will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 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 Kenyatta 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 Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

### **b) Award Criteria**

2.24.1 Kenyatta 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.

2.24.2: Kenyatta 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 University's action. If The University determines that none of the tenderers is responsive; University shall notify each tenderer who submitted a tender.

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

### **© Kenyatta University's Right to Vary quantities**

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

### **2.28.1 Kenyatta University's Right to Accept or Reject Any or All Tenders**

2.24.5: Kenyatta 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 Kenyatta University's action.

### **2.25 NOTIFICATION OF AWARD**

2.25.1 Prior to the expiration of the period of tender validity, Kenyatta 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 Kenyatta University. 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, Kenyatta 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 Kenyatta University notifies the successful tenderer that its tender has been accepted, The 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 Kenyatta 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 Kenyatta University, the successful tenderer shall furnish the performance security in accordance with the

Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to The University.

2.27.2 Failure of the successful tenderer to comply with the requirement, Kenyatta University shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event The University may make the award to the next lowest evaluated or call for new tenders.

## **2.28 CORRUPT OR FRAUDULENT PRACTICES**

2.28.1 Kenyatta 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 Kenyatta 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

<b>Instructions to tenderers</b>	<b>Particulars of appendix to instructions to tenderers</b>
2.1: Eligible Tenderers	<b>Manufacturer or their Principal agents in Kenya</b>
2.10: Tender Currencies	Kshs. Only
2.11: Tender eligibility and qualifications	Having met all the mandatories in the evaluation criteria
2.12: Tender Security	<b>Kshs 100,000.00</b>
2.27: Performance Security	10% of total contract sum
2.22: Evaluation and Comparison of Tenders	See evaluation criteria on page 17



## EVALUATION CRITERIA II-TYRES AND TUBLES FOR MOTOR VEHICLES AND TRACTORS

The method of evaluation will be Merit Point System

The criteria of evaluation and the points to be awarded on each criterion will be as follows:

<b>A.</b>	<b>MANDATORY REQUIREMENTS</b>	<b>POINTS</b>
A1	Certified copy Certificate of Incorporation/Registration (Attach Copy)	YES/NO
A2	Copy of valid Tax Compliance Certificate/Exemption Certificate	YES/NO
A3	Certified Product License from Kenya Bureau of Standards (KEBS) or Equivalent	YES/NO
A4	Certificate of authorization from manufacturer	YES/NO
A6	Valid Copy of Legal Business Permit	YES/NO
A7	Bid Security of Kshs 100,0000.00 payable to Kenyatta University	YES/NO
A8	Two bid documents "Original" and "Copy"	YES/NO
A9	Complete Oaths and Statutory Declaration Form	
	<b>TECHNICAL EVALUATION</b>	
B1.	Financial Capability (As supported by Audited Accounts for the last three (3) years 2013-2014, 2014-2015, 2015-2016 <ul style="list-style-type: none"> <li>• Working capital above Ksh.15 million.....(20)</li> <li>• Working capital above Ksh.10 &amp; below 15 million.....(15)</li> <li>• Working capital above Ksh.5 &amp; below 10 million.....(10)</li> <li>• Below Ksh.5 million.....(5)</li> </ul>	20
B2.	Indicate having undertaken similar assignment with at least 4 firms in the last three years(attach prove eg LPO's and the corresponding invoices and Delivery notes )	20
C1	Tyres and Tubes Manufacturer/Dealership for a particular brand (Attach Catalogue) (20)  Agents/Distributors of quality tryes accredited by the Manufacturer or main dealer (Attach Catalogue) (10)	20
C2.	State how long your prices will hold without changing <ul style="list-style-type: none"> <li>Above 4 Months (10)</li> <li>Between 2 - 3 Months (8)</li> <li>Between 1 - 2 Months (5)</li> <li>Below 1 month (0)</li> </ul>	10
C3.	Attach Necessary certifications and accreditations ascertaining Quality Ie KBS	20
C4.	Delivery Period <ul style="list-style-type: none"> <li>- 1 - 3 Days (10)</li> <li>- 4 - 7 Days (5)</li> <li>- Over 1 week (1)</li> </ul>	10
	<b>TOTAL (PASS MARK 70 POINTS)</b>	<b>100</b>

**NB:**

1. Bidders must meet all the mandatory requirements to qualify for technical evaluation
2. The bidder quoting the lowest price having attained 70% technical score shall be recommended for contract award.
3. Any information provided by the bidder shall be verified by the university through due diligence.
4. Bidder MUST number all the pages of their tender documents

## SECTION III: GENERAL CONDITIONS OF CONTRACT

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

### **3.1 DEFINITION OF TERMS**

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 superceded 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: USE OF CONTRACT DOCUMENTS AND INFORMATION**

- 3.4.1 The Contractor shall not, without Kenyatta University's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of The University in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.
- 3.4.2 The Contractor shall not, without Kenyatta University's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of Kenyatta University and shall be returned (all copies) to The University on completion of the contract's or performance under the Contract if so required by The University.

### **3.5 PATENT RIGHTS**

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

### **3.6 PERFORMANCE SECURITY**

3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to Kenyatta University 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 Kenyatta University 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 Kenyatta University and shall be in the form of a bank guarantee.

3.6.4 The performance security will be discharged by Kenyatta University 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 Kenyatta University or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The University 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 Kenyatta University.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, Kenyatta University 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 University.

3.7.4 Nothing in paragraph 3.7 shall in any way 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.
- 3.8.2 No advance payment will be made to the winning bidder during contract period. Payments will be made upon delivery, inspection and acceptance of the devices.

### **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 University'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 University's prior written consent.

### **3.10 TERMINATION FOR DEFAULT**

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

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

In the event Kenyatta University 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 University for any excess costs for such similar services.

### **3.12 TERMINATION OF INSOLVENCY**

Kenyatta University 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 University.

### **3.13 TERMINATION FOR CONVENIENCE**

- 3.13.1 Kenyatta University 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 University 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 Kenyatta University may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.14 RESOLUTION OF DISPUTES**

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

<b>General conditions of contract reference</b>	<b>Special conditions of contract</b>
3.8: Payment	Within 30 days on receipt of invoice
3.14: Resolution of Disputes	Arbitration to be considered before litigation
3.17: Applicable Law	Laws of Kenya
3.18: Notices	Kenyatta University P.O. Box 43844 – 00100 GPO NRB. TELEPHONE: 811622/810901-19 FAX: 811575/812483 EMAIL: <a href="mailto:procurement@ku.ac.ke">procurement@ku.ac.ke</a>



**SECTION V: SCHEDULE OF REQUIREMENTS /PRICE SCHEDULE FOR SUPPLY AND DELIVERY OF TYRES AND TUBES 2017-2019**

NO	ITEMS DESCRIPTION (Tyre Size)	Tyre type	UNIT OF ISSUE	QTY	UNIT COST	BRAND/ MAKE
1	11 R22.5	Tubeless	pc	10		
2	295/ 80 R22.5	Tubeless	pc	10		
3	265/70 R19.5	Tubeless	pc	10		
4	145R 12	Tubeless	pc	10		
5	9.5 R 17.5	Tubeless	pc	10		
6	7.50 R16	Tubetype	pc	10		
7	12R 22.5	Tubeless	pc	10		
8	195 R 15C	Tubeless	pc	10		
9	195 R 14	Tubeless	pc	10		
10	195/65 R15	Tubeless	pc	10		
11	195/70 R14	Tubeless	pc	10		
12	215 / 70 R16	Tubeless	pc	10		
13	265 / 70 R16	Tubeless	pc	10		
14	265 / 70 R17	Tubeless	pc	10		
15	205/55 R16	Tubeless	pc	10		
16	205 / 65 R15	Tubeless	pc	10		
17	16.9 - 28	Tubeless	pc	10		
18	12.5/80 - 18	Tubeless	pc	10		
19	18.4 - 30	Tubetype	pc	10		
20	16.9 - 28	Tubetype	pc	10		
21	7.50 X 165L	Tubetype	pc	10		
22	90 / 90 - 18	Tubetype	pc	10		
23	2.75 - 18	Tubetype	pc	10		
24	3.300 - 18	Tubetype	pc	10		
25	2.50-18	Tubetype	pc	10		

**NOTE:**

1. The quantities indicated are estimates, actual quantities shall be given as and when required on the Local Purchase Order.
2. Prices quoted **MUST** be inclusive of all Government Taxes and delivery.
3. The award will be based in Quality and Cost basis.

## **SECTION VI- STANDARD FORMS**

1. Form of tender
2. Contract form (Not Applicable during Bidding)
3. Confidential Questionnaire form
4. Bid Securing Declaration Form
5. Oaths and Statutory Declaration Form
6. Bank guarantee for advance payment

### **Notes on standard forms**

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.

**1. FORM OF TENDER**

TO,

Kenyatta University

Date: .....

P.O. Box 43844 – 00100 GPO

**NAIROBI**

Tender No: KU/TNDR/G/164/SDTT/2017-2019

Tender Name: Tender for Supply and Delivery of Tyres and Tubes for Motor Vehicles and Tractors at Kenyatta University.

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of Ksh:.....[Total Tender amount in words].....  
.....  
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 Tyres and Tubes for Motor Vehicles and Tractors in accordance with the conditions of the tender.
3. We agree to abide by this Tender for a period of.....[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this ..... day of..... 2018

.....  
[Signature]

.....  
[In the capacity of]

Duly authorized to sign tender for and on behalf of.....

## 2. CONTRACT FORM (NOT APPLICABLE)

THIS AGREEMENT made the..... day of..... 2018.....  
Between..... [name of Procurement  
entity] of..... [country of Procurement entity] (hereinafter  
called "the Procuring entity") of the one part and  
.....[name of tenderer] of  
.....[city and country of tenderer] (hereinafter  
called "the tenderer") of the other part:

WHEREAS Kenyatta University invited tenders for the Supply and Delivery of Tyres and Tubes for Motor Vehicles and Tractors and has accepted a tender by the tenderer for the supply of the services in the sum of Ksh..... [contract price in words in figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSTH 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 Details of cover
  - (d) the General Conditions of Contract
  - (e) the Special Conditions of Contract; and
  - (f) the Kenyatta University's Notification of Award.
3. In consideration of the payments to be made by Kenyatta University to the tenderer as hereinafter mentioned, the tenderer hereby covenants with Kenyatta University to provide Tyres and Tubes for Motor Vehicles and Tractors and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. Kenyatta University hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by ..... the ..... (Kenyatta University)

Signed, sealed, delivered by ..... the ..... (for the tenderer) in the presence of .....

**3. MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE**  
**(Must be filled by all applicants who choose to participate in this Tender)**

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c)

Whichever applies to your type of business and part 3.

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

Name of Applicant(s).....

**Part 1: General:**

1.1: Business Name .....

1.2: Certificate of Incorporation/Registration No:.....

1.3: Location of business premises .....

1.4: Plot No. ....

1.5: Street/Road .....

1.6: Postal Address .....

1.7: Office Tel. No. ....

1.8: Mobile:.....

1.9: Fax No:.....

1.10: Email Address.....

1.11: Website.....

1.12: Nature of business:(Indicate whether Manufacturer, Distributor e.t.c).....

1.13: Contact Person (Full Names).....

(a) Directors Name and Mobile Nos:.....

(b) If not Director, Title..... Power of Attorney  
(Yes/No) if yes, attach written document.

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

1.15: Name of your bankers ..... Branch .....

**Part 2(a) – Sole Proprietor:**

2a.1: Your name in full ..... Age .....

2a.2: Nationality ..... Country of origin .....

Citizenship details.....

**Party 2(b) – Partnership**

2b.1: Give details of partners as follows

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

**Part 2(c) – Registered Company:**

2c.1: Private or public .....

2c.2: State the nominal and issued capital of the company –

Nominal Kshs.....

Issued Kshs.....

2c.3: Give details of all directors as follows

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

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

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

**Part 3 – Eligibility Status**

3.1 Are you related to an Employee who works in the Finance or Procurement Departments, or, is a member of the Tender Committee of Kenyatta University?  
Yes..... No:.....

3.2: If answer in '3.1' is **YES** give the relationship:.....

3.3: Does an Employee as in "3.1" above, sit in the Board of Directors or Management of your Organisation Subsidiaries or Joint Ventures?  
Yes..... No.....

3.4: If answer in '3.3' above is YES give details.....

.....  
.....

3.5: Has your Organisation, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by Kenyatta University to provide consulting services for preparation of design, specifications and other documents to be used for procurement or the goods or services under this invitation? Yes..... No.....

3.6: If answer in '3.5' above is YES give details.....

.....  
.....

3.7: Are you under a declaration of ineligibility for corrupt and fraudulent practices?  
Yes..... No.....

3.8: If answer in '3.7' above is YES give details.....

.....



.....  
3.9: Have you offered or given anything of value to influence the procurement process?

Yes..... No.....

3.10: If answer in '3.9' above is YES give details.....

.....

.....

I DECLARE that the information given on this form is correct to the best of my knowledge and belief.

Date:..... Signature of Candidate:.....

If a Kenyan Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.

**4. BID SECURING DECLARATION FORM (NOT APPLICABLE)**

*[The Bidder shall fill in this Form in accordance with the instructions indicated.]*

Date: .....  
*[insert **date** (as day, month and year)]*

Bid No.: .....  
*[insert **number of bidding process**]*

Alternative No.: .....  
*[insert **identification No if this is a Bid for an alternative**]*

To: .....  
*[insert **complete name of Procuring Entity**]*

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Procuring Entity for the period of time of *[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 in the Form of Tender; 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 ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of:-

- (i) our receipt of your notification to us of the name of the successful Bidder; or
- (ii) (ii) twenty-eight days after the expiration of our Tender.

Signed: .....  
*[insert signature of person whose name and capacity are shown]* In the capacity of

**5. OATHS AND STATUTORY DECLARATION FORM**

**REPUBLIC OF KENYA**

**IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT CHAPTER 15  
OF THE LAWS OF KENYA AND IN THE MATTER OF THE PUBLIC PROCUREMENT  
AND ASSET DISPOSAL ACT NO. 33 OF 2015**

I,..... Of P.O Box.....  
Being a resident of..... in the Republic of Kenya do hereby  
make oath and state as follows:-

1. **THAT** I am the Chief Executive/Managing Director/Principal Officer/Director of..... (name of the Candidate) which is a Candidate in respect of Tender Number..... to supply goods, render services and/or carry out works for Kenyatta University and duly authorized and competent to make this Affidavit.
  
2. **THAT** the aforesaid Candidate has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenyatta University, which is the procuring entity.
  
3. **THAT** the aforesaid Candidate, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenyatta University.
  
4. **THAT** what is deponed to hereinabove is true to the best of my knowledge information and belief.

**SWORN** at..... by the said}

.....}

Name of chief Executive/Managing Director/}

Principal Officer/Director }

On this..... day of ..... 2015}

}

}

}

DEPONENT

Before me }

}

}

}

Commissioner for Oaths }

**7. BANK GUARANTEE FOR ADVANCE PAYMENT (NOT APPLICABLE)**

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][hereinafter called "the tenderer"] shall deposit with Kenyatta University 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 as surety merely, the payment to Kenyatta University 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 thereunder or of any of the Contract documents which may be made between Kenyatta University and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid 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]