



**MURANG'A UNIVERSITY OF TECHNOLOGY**

**TENDER DOCUMENT FOR  
FOR  
SUPPLY AND DELIVERY OF GOODS AND SERVICES  
FOR  
THE FINANCIAL YEAR 2020-2021**

**TENDER No. MUT/T 01/2020– 2021**

**SUPPLY AND DELIVERY OF DRY CEREALS**

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**CLOSING DATE 11<sup>th</sup> AUGUST 2020 AT 10.00 AM**

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## TENDER NOTICE

### MURANG'A UNIVERSITY OF TECHNOLOGY

#### TENDERS FOR SUPPLY AND DELIVERY OF GOODS AND PROVISION OF SERVICES FOR 2020 /2021 FINANCIAL YEAR

Murang'a University of Technology invites sealed tenders from interested eligible bidders for supply and delivery of various goods and provision of services for the period commencing August 2020 to 30<sup>th</sup> June 2021.

#### CATEGORY OF TENDERS FOR 2020-2021

Reference number	Category	Special Conditions	Target Group
MUT/T 01/2020-2021	Supply and Delivery of Dry Cereals		Reserved
MUT/T 02/2020-2021	Supply and Delivery of Fresh Milk	(Registered Dairy Co-Operatives)	Reserved
MUT/T 03/2020-2021	Supply and Delivery of Fresh Meat and Meat Products		Open
MUT/T 04/2020-2021	Supply and Delivery of fresh Bread		Open
MUT/T 05/2020-2021	Supply and Delivery of Dry Foodstuff		Open
MUT/T 09/2020-2021	Supply and Delivery of Medical Drugs and Other Related Items		Open

Interested and eligible candidates may inspect Tender documents from the University's department of Procurement at MUT Main campus. Bidders may **download** documents from our website: [www.mut.ac.ke](http://www.mut.ac.ke) or IFMIS Supplier Portal: [supplier.treasury.go.ke](http://supplier.treasury.go.ke) free of charge. Those who choose to have hard copies will pay a non-refundable fee of **Ksh 1,000.00** at the accounts office.

Those wishing to register in more than one category will be required to download documents for each category.

**Note:**

- Submission of the names shall be continuous and the registration list shall be updated periodically as prescribed in the regulations and the Public Procurement and Asset Disposal Act 2015
- 'Reserved' means it is open to women, youth and persons with disability only
- 'Open' means; Women, Youth and Persons with disability are eligible to participate
- 'Preference' means women youth and persons with disability will be given preference during evaluation

Sealed and duly completed Bids in plain envelopes clearly marked the "**Tender Number/Registration No and Description**" without identifying the Tenderer should be addressed to:

The Vice Chancellor,  
Murang'a University of Technology  
P.O Box 75, 10200  
Murang'a, Kenya

And be deposited in the Tender Box located at the Administration Block so as to be received on or before **11<sup>th</sup> August 2020 10.00 a.m.** Tender documents will be opened immediately after closing, in presence of Bidders or their representatives who choose to attend the opening session at the **Assembly Hall**. Any canvassing will lead to automatic disqualification of the bidder.

**Women, Youth and Persons with Disability** who are duly registered and satisfy all the conditions of the Tender and Registration documents are encouraged to apply.

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

### **SECTION II; – INSTRUCTIONS TO TENDERERS**

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- 2.2 Cost of tendering
- 2.3 Contents of tender documents
- 2.4 Clarification of Tender documents
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## **SECTION - INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The University employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not 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 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 the 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 The University shall allow the Tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of tender documents**

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
  - i) Instructions to tenderers
  - ii) General Conditions of Contract
  - iii) Special Conditions of Contract
  - iv) Schedule of Requirements
  - v) Details of service
  - vi) Form of tender
  - vii) Price schedules
  - viii) Contract form
  - ix) Confidential business questionnaire form
  - x) Tender security form
  - xi) Performance security form
  - xii) Principal's or manufacturers authorization form where applicable.
  - xiii) Declaration form
- 2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to

submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

## **2.4 Clarification of Documents**

2.4.1. A prospective candidate making inquiries of the tender document may notify the University in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The 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 entities 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 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, the 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, the 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 the 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 Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- 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;
- Tender security furnished is in accordance with Clause 2.12
- 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 the 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 the University satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## 2.12 Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender. **If applicable.**
- 2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.12.2 The tender security is required to protect the University against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
  - a) A bank guarantee.
  - b) Insurance guarantee approved by the Authority.
  - c) Letter of credit
- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the University as non-responsive, pursuant to paragraph 2.20

- 2.12.5 Unsuccessful Tenderers security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the University.
- 2.12.6 The successful Tenderers tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.
- 2.12.7 The tender security may be forfeited:
- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the 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 120 days or as specified in the invitation to tender after date of tender opening prescribed by the 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, the University may solicit the Tenderers 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 the 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 11<sup>th</sup> August 2020 AT 10.00 AM**”

2.15.3 The inner envelopes shall also indicate the name and address of the Tenderer to enable the tender to be returned unopened in case it is declared “late”. —

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the 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 the University at the address specified under paragraph 2.15.2 no later than **11<sup>th</sup> August 2020 AT 10.00 AM**

2.16.2 The 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 the University as provided for in the appendix.

## 2.17 Modification and withdrawal of tenders

2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tender’s is received by the University prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderers 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 Tenderers forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.17.5 The 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 The 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 The University will open all tenders in the presence of Tenderers' representatives who choose to attend, 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 the University, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 The 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 the University may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

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

## **2.20 Preliminary Examination and Responsiveness**

2.20.1 The 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 The 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, the University will determine the substantial responsiveness of each tender to the tender documents. For purposes of these

paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The University determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the 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, the 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 The 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 The University evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:  
(a) ***Operational Plan.***

The 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 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 University may consider the alternative payment schedule offered by the selected tenderer.

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

2.22.6 To qualify for contract awards, the tenderer shall have the following:-

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

## **2.23. Contacting the University of Technology**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the University on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the 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, the 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 the 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 University will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

### **b) Award Criteria**

2.24.3 Subject to paragraph 2.29 the University will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 The 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 there by 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 action. If the University determines that none of the tenderers is responsive; the University shall notify each tenderer who submitted a tender.

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

## **2.25 Notification of award**

2.25.1 Prior to the expiration of the period of tender validity, the 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 the University pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the 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 the 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 seven (7) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the 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 the 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 of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the University may make the award to the next lowest evaluated or call for new tenders.

## **2.27 Corrupt or Fraudulent Practices**

2.28.1 The University requires that Tenderer's 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.

2.28.1 The 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;

2.28.2 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

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

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## SECTION III GENERAL CONDITIONS OF CONTRACT

### 3.1 Definitions

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

- a) “The contract” means the agreement entered into between the University and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the University under the Contract.
- d) “The University” 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

### 3.5 Patent Right's

The tenderer shall indemnify the 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

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the 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 the 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 the University and shall be in the form of:

- a) Cash paid to MUT cashier and receipt issued.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

3.6.4 The performance security will be discharged by the 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 The 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 the University.

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

### **3.9 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**

The 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 the University has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the 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**

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

### **3.14 Resolution of disputes**

The University'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.

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**

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

The clauses in this section are intended to assist the University in providing contract specific information in relation to corresponding clauses in the general conditions of contract.

The provisions of section IV complement the general conditions of contract included in section III, specifying contractual requirements linked to the special circumstances of the University and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

- a) Information that complement provisions of section III must be incorporated
- b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific service required must also be incorporated

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.

## 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
3.6	Specify performance security if applicable: <b>NONE</b>
3.8	Specify method and conditions of payment/ performance: <b>Orders will be issued to successful bidders when need arises during the contract period 2020/2021, payment will be made within 30 days after supply and acceptance of goods and remittance of the delivery notes and invoices plus ETR's (where applicable).</b>
3.9	Specify price adjustments allowed: <b>NONE(Bidders are advised to quote for prices that will remain valid for the entire contract period 2020/2021)</b>
3.14	Specify resolution of disputes: <b>Disputes to be settled as per the Arbitration Laws of Kenya</b>
3.17	Specify applicable law: <b>laws of Kenya</b>
3.18	Indicate addresses of both parties <b>Murang'a University of Technology P.O Box 75-10200 Email; <a href="mailto:info@mut.ac.ke">info@mut.ac.ke</a> or <a href="mailto:procurement@mut.ac.ke">procurement@mut.ac.ke</a> <u>Murang'a</u></b>
Other's as necessary	<b>Successful bidders shall be required to supply and deliver goods to Murang'a University of Technology Central Stores.</b>

## SECTION V – SCHEDULE OF REQUIREMENTS

### (I) GENERAL

The University intends to engage competent suppliers, dealers of various goods and services as per the respective tenders.

The contract will be for an initial period of one year. During this period, the successful Tenderer will supply and deliver goods to the University on need basis.

The schedule of requirements is as follows;

### ITEM: SUPPLY AND DELIVERY OF DRY CEREALS

	ITEM DESCRIPTION	UNIT	PRICE
1	MAIZE	(90KG) BAG	
2	NDENGU (GREENGRAMS)	(90KG) BAG	
3	NJAHU	(90KG) BAG	
<u>BEANS</u>			
4	WAIRIMU BEANS(90KGS)	BAG	
5	GITURU BEANS (90KGS)	BAG	
6	SAITOTI BEANS (90KGS)	BAG	
7	ROSECOCOA BEANS (90KGS)	BAG	
8	MIXED BEANS(90KGS)	BAG	

### 3.7 Tender Evaluation Criteria

Required Information	Form Type
1. Registration Documentation	-1
2. Tender Data	-2
3. Financial Position	-3
4. Confidential Report	-4
5. Past Experience	-5
6. Sworn statement	-6
7. Anti-corruption declaration commitment/ pledge	-7
8. Bidders are required to have an existing entity/existing business outlet dealing with the said items (a physical visit will be carried out by the Evaluation Committee to ascertain this)	

#### FORM TND-1 REGISTRATION DOCUMENTATION

All bidders must provide the following mandatory documents:-

1. Copy of Certificate of Registration/Incorporation.
2. Copy of Valid Trade License from the Licensing Authority.
3. Valid Certificate from AGPO for Youths, Women and People living with Disability (**MANDATORY REQUIREMENT FOR THIS CATEGORY**).

**FORM TND-2 - TENDER DATA**

**REGISTRATION OF SUPPLIERS APPLICATION FORM**

I/we ..... hereby apply for registration as supplier(s)  
(Name of Company/Firm)

of.....  
(Item Description)

.....  
(Category No.)

Post Office Address

.....

Town

.....

Street

.....

Name of building

.....

Room/Office No. .... Floor No. ....

Telephone Nos.

.....

Full Name of applicant

.....

Other branches location

.....

2. Organization & Business Information (Where Applicable)

Management Personnel

.....  
Managing Director/Chief Executive officer.....

Secretary

.....

General Manager

.....

Treasurer

.....

Others

.....

Partnership (if applicable)

Names of Partners

3. Business founded or incorporated .....

4. Under present management since .....

5. Net worth equivalent Ksh. ....

6. Bank reference and address .....

.....

7. Bonding company reference and address .....

8. Enclose copy of organization chart of the firm indicating the main fields of activities

.....

10. Indicate terms of trade/sale

.....

- (1) Attach a copy of supplier's two certified financial statements giving summary of assets and current liabilities/or any other financial support.

**OR**

- (2) Attach letters of reference from the bankers regarding supplier's credit position.

(Any of the above will be considered)



MANDATORY

FORM TND-4

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

<i>Part I- General :</i>	
Business Name .....	
Location of business premises.....	
Plot No. .... Street/Road.....	
Postal Address.....Tel. No.....	
Nature of business.....	
Current Trade Licence No.....Expiring date.....	
Maximum value of business which you can handle at any one time: Ksh.....	
Name of your bankers.....Branch .....	

<input type="checkbox"/>	<i>Part 2 (a) – Sole Proprietor</i> Your name in full.....Age..... Nationality.....Country of origin..... *Citizenship details.....																								
<input type="checkbox"/>	<i>Part 2 (b) Partnership</i> Given details of partners as follows: <table style="width: 100%;"><thead><tr><th style="text-align: center;"><i>Name</i></th><th style="text-align: center;"><i>Nationality</i></th><th style="text-align: center;"><i>Citizenship Details</i></th><th style="text-align: center;"><i>Shares</i></th></tr></thead><tbody><tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr><tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr><tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr><tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr></tbody></table>	<i>Name</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....				
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<input type="checkbox"/>	<i>Part 2 (c) – Registered Company:</i> Private or Public..... State the nominal and issued capital of company- Nominal K£..... Issued K£..... Given details of all directors as follows:- <table style="width: 100%;"><thead><tr><th style="text-align: center;"><i>Name</i></th><th style="text-align: center;"><i>Nationality</i></th><th style="text-align: center;"><i>Citizenship Details</i></th><th style="text-align: center;"><i>Shares</i></th></tr></thead><tbody><tr><td>1. ....</td><td>.....</td><td>.....</td><td>.....</td></tr><tr><td>2. ....</td><td>.....</td><td>.....</td><td>.....</td></tr><tr><td>3. ....</td><td>.....</td><td>.....</td><td>.....</td></tr><tr><td>4. ....</td><td>.....</td><td>.....</td><td>.....</td></tr><tr><td>5. ....</td><td>.....</td><td>.....</td><td>.....</td></tr></tbody></table>	<i>Name</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....	5. ....	.....	.....	.....
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4. ....	.....	.....	.....																						
5. ....	.....	.....	.....																						

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

\*if Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

**FORM TENDER-5 - PAST EXPERIENCE**

NAMES OF THE APPLICANTS CLIENTS IN THE LAST TWO YEARS

NAMES OF OTHER CLIENTS AND VALUES OF ORDERS

- i) Name of Client (organization) .....
- ii) Address of Client (organization) .....
- iii) Name of Contact Person at the client (organization) .....
- iv) Telephone No. of Client .....
- v) Value of Contract.....
- vi) Duration of Contract (date) .....

(Attach documental evidence of existence of contract e.g. LPO, LSO etc If a new business please indicate)

2. Name of 2<sup>nd</sup> Client (organization)

- i) Name of Client (organization) .....
- ii) Address of Client (organization) .....
- iii) Name of Contact Person at the client (organization) .....
- iv) Telephone No. of Client.....
- v) Value of Contract .....
- vi) Duration of Contract (date) .....

(Attach documental evidence of existence of contract e.g. LPO, LSO etc If a new business please indicate)

3. Name of 3<sup>rd</sup> Client (organization)

- i) Name of Client (organization) .....
- ii) Address of Client (organization) .....
- iii) Name of Contact Person at the client (organization) .....
- iv) Telephone No. of Client .....
- v) Value of Contract .....
- vi) Duration of Contract (date) .....

(Attach documental evidence of existence of contract e.g. LPO, LSO etc If a new business please indicate)

4. Others .....

**FORM PQ-6 - SWORN STATEMENT**

Having studied the Tender Document I/ We hereby state:

- a. The information furnished in my/our application is accurate to the best of my/our knowledge.
- b. That in case of being awarded the tender I/we acknowledge that this grants us the right to supply and deliver ordered items/goods to the University.
- c. When the tender contract is issued and the legal, technical & financial conditions or the contractual capacity of the firm changes I/we shall notify the University.
- d. I/We enclose all the required documents and information required for Tender evaluation.
- e. I/We confirm that I/we have not been debarred from participation in Public Procurement and have no litigation pending against me/us in any court.

**Date** .....

**Applicant's Name**.....

**Represented by** .....

**Signature** .....

**(Full name and designation of the person signing and stamp or seal)**

**FORM 7 - MANDATORY; MUST BE FILLED BY ALL BIDDERS**

**ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE**

*(Sections 62 & of the PPAD Act, 2015)*

I/We/M/S.....

of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

Declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We.....

Declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender/Tender No .....

For or in the subsequent performance of the contract if I/We am/are successful

Authorized Signature.....

Name and Title of Signatory.....