



**CENTRE FOR MATHEMATICS, SCIENCE AND TECHNOLOGY  
EDUCATION IN AFRICA (CEMASTEА)**

**TENDER DOCUMENT**

**FOR**

**SUPPLY AND DELIVERY OF PHYSICS STEM SECONDARY SCHOOL MATERIALS**

**TENDER NO. CEMASTEА/STEM2/PHY/13/2017**

**Karen-Bogani road Junction**

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**NAIROBI, KENYA.**

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**NB: THIS TENDER IS OPEN TO GENERAL PUBLIC**

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## SECTION I – INVITATION TO TENDER

**Date: 14/11/2017**

**Tender REF No. CEMASTEА/STEM2/PHY/13/2017**

**Tender name: SUPPLY AND DELIVERY OF PHYSICS STEM SECONDARY SCHOOL MATERIALS**

- 1.1 CEMASTEА invites sealed tenders from eligible candidates from among the firms for the supply and delivery of Physics STEM secondary school materials as specified.
- 1.2 Interested eligible candidates may obtain further information and inspect the tender documents from CEMASTEА Supply-Chain office, located of the junction of Karen-Bogani road, next to Blixen Museum during normal working hours.
- 1.3 A complete tender document may be obtained from CEMASTEА SUPPLYCHAIN OFFICE upon payment of Ksh 1000 or downloaded from CEMASTEА Website free of charge.
- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for period of (120) days from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided outside the Administration Building at the Centre for Mathematics, Science and Technology Education in Africa or be addressed and posted to **'The Director, Centre for Mathematics, Science and Technology Education in Africa, P.O. Box 24214-00502** so as to be received on or before **TUESDAY 28<sup>th</sup> NOVEMBER, 2017 at 11.00am.**
- 1.6 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at Sugiyama Hall CEMASTEА.

**THE DIRECTOR  
CEMASTEА  
P.O Box 24214-00502  
Karen, NAIROBI**

## 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 the general public as described in the instructions to tenderers. Successful tenderers shall provide the specified works for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. 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 Procuring entity 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 procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 This tender document is OPEN TO GENERAL PUBLIC as described in the relevant laws of Kenya and shall **be issued upon payment of Ksh 1000 in CEMASTE A accounts office.**
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge.

## 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) 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 Documents

- 2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, or email (and preferably a combination thereof) at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than fourteen (14) working days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"
- 2.4.2. The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

## 2.5 Amendment of documents

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

## 2.6 Language of tender

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

## 2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 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 **works** 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 works 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 and shall be **within the existing market rates**.
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations **shall not** be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.
- 2.9.7 No variations claims from the contractor shall be entertained if such claims were not communicated by the contractor to the Director procuring entity formally in writing and approvals (or otherwise) were subsequently communicated to the contractor in writing. Any monies or quantities of works under such '**unauthorized variations**' shall be forfeited in favor of the procuring entity.
- 2.9.8 Any disagreements relating to variations, which is likely to stall the provision of service shall be a subject of resolution under PPRA, otherwise the contract shall stand terminated.

## 2.10 Tender Currencies

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

## 2.11 Tenderers Eligibility and Qualifications.

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

## 2.12 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.
- 2.12.2 The tender security shall be in the amount not exceeding 2% of the tender price. declaration form shall be filled as provided,
- 2.12.3 The successful tenderer's declared tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and **furnishing the performance security declaration**, pursuant to paragraph 2.30.

2.12.4 The tender security may be forfeited:

(a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity 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 Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

2.13.2 In exceptional circumstances, the Procuring entity may extend the period of validity. The said extension shall be made in writing and communicated to the tenderers through post, emails or text messages. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may reject the extension without forfeiting its tender security.

## **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 un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## **2.15 Sealing and Marking of Tenders**

2.15.1 The tenderer shall seal the original and 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 Procuring Entity at the address given in the invitation to tender

(b) Bear, tender number and name in the invitation to tender and the words: "**DO NOT OPEN BEFORE**

**TUESDAY 28<sup>th</sup> NOVEMBER, 2017 at 11.00 a.m.**"

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 Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

## **2.16 Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Procuring Entity at the address **specified** under paragraph 2.15.2 no later than **TUESDAY 28<sup>th</sup> NOVEMBER, 2017.**

- 2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity (Procurement office, signed for delivery and then put in a locked enclosure until the date and hour of opening.
- 2.16.4 Each leaf of the tender document shall be systematically paginated, and all the leaves shall be ‘hard bound’ and any spiral bidding or other alternative loose binding of pages shall render the bid document non-responsive.
- 2.17 Modification and withdrawal of tenders**
- 2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tender’s is received by the procuring entity prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked 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 The procuring entity **may at any time terminate procurement proceedings before contract award** and shall not be liable to any person for the termination.
- 2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.18 Opening of Tenders**
- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers’ representatives who choose to attend, **at 11.00 a.m. on TUESDAY 28<sup>th</sup> NOVEMBER, 2017** 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 Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.
- 2.19 Clarification of tenders**
- 2.19.1 To assist in the examination, evaluation and comparison of tenders **the procuring entity may at its discretion, ask the tenderer for a clarification of its tender.** The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity’s tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.
- 2.20 Preliminary Examination and Responsiveness**
- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will 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 declaration ignored. If there is a discrepancy between words and figures, the amount in words will prevail. If there is an omitted amount on the part of the tenderer which has a less than 5% significance on the expected



- summation to the disadvantage of the tenderer, this will be considered to be a discounted sum in favor of the procuring entity, otherwise it will result in the rejection of the tenderer's tender and forfeiture of security.
- 2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.
- 2.21 **Conversion to a single currency**
- 2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.
- 2.22 **Evaluation and comparison of tenders.**
- 2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the works.
- 2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:
- (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.**
- The Procuring entity requires that the works under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. **Tenderers who offer to perform longer than the procuring entity'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 and any increment of this duration shall be in accordance with the provisions under the procurement regulations.
- 2.22.6 To qualify for contract awards, the tenderer shall have the following:-
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
  - (b) Legal capacity to enter into a contract for procurement
  - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
  - (d) Shall not be debarred from participating in public procurement.
- 2.23. **Contacting the procuring entity**

- 2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the **time of the tender opening** to the **time the contract is awarded**.
- 2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation, tender comparison or contract award may result in the rejection of the tenderer's tender.

## **2.24 Award of Contract**

### **a) Post qualification**

- 2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the 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 tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.24.3 An **affirmative determination** will be a prerequisite for award of the contract to the 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**

- 2.24.4 Subject to paragraph 2.29 the Procuring entity 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.
- 2.24.5 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.
  - (e) Shall not be engaged in the provision of another similar service to the procuring entity for such an award is deemed to result into compromising on the quality of work/s expected. Further firms with pending jobs with CEMASTEAM need not apply.

## **2.25. Procuring entity's Right to accept or Reject any or all Tenders**

- 2.25.1 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.
- 2.25.2 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.
- 2.25.3 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

### **2.26 Notification of award**

- 2.26.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.26.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.26.3 Upon the successful Tenderer's furnishing of the **performance security** pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.27 Signing of Contract**

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

2.27.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return **it** to the Procuring entity.

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

## **2.28 Performance Security**

2.28.1 Within fifteen (15) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall **furnish the performance security** in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.28.2 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 Procuring entity may make the award to the next lowest evaluated or call for new tenders.

## **2.29 Corrupt or Fraudulent Practices**

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

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

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

## APPENDIX TO INSTRUCTIONS TO THE TENDERERS

### Notes on the appendix to instruction 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

Tender Data Sheet Clause Number	Instruction to Tenderers Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to tenderers
1	2.1.1	This invitation for tenders is open to the general public.
	2.2.2	The tender documents shall be issued free of charge in form of soft copy.
	2.3.1	The tender document shall be read in conjunction with any addenda.
	2.4.1	A prospective tenderer requiring any clarification of the tender document may notify CEMASTEА in writing or by post at the entity's address:  Director, CEMASTEА Karen-Bogani road Junction P.O. Box 24214-00502 TEL: +254 020 2044406 <b>NAIROBI, KENYA.</b> Email: director@cemastea.ac.ke
	2.6.3	The price quoted shall be in Kenya Shillings.
	2.7	The tenderer shall fill on the tender security declaration form, strictly in accordance with the required details.  The tender security declaration shall be forfeited; a) If the tenderer withdraws its tender during the period of tender validity as specified in clause 2.8 of the ITT. b) If having been notified of the acceptance of the bid by the Procuring Entity, during the period of bid validity, the bidder fails to furnish the performance security as required.
	2.8	Tenders shall remain valid for 120 days.
	2.11	Tenders must be received by CEMASTEА at the following address and be deposited in the Tender Box located at CEMASTEА Administration office during normal working hours :  Director, CEMASTEА Karen-Bogani road Junction P.O. Box 24214-00502 TEL: +254 020 2044406 <b>NAIROBI, KENYA, so as to be received on or before FRIDAY 28<sup>th</sup> NOVEMBER, 2017 at 11.00 am.</b>

2	2.15.1	<p>2.16 Evaluation and Comparison of tenders</p> <p>2.16.1 The procuring entity will examine the tenders to determine whether they are complete, whether any computation errors have been made, whether the required deposits have been furnished, whether documents have been properly signed and whether the tenders are generally in order. After examination a tender that will be determined to be substantially non-responsive will be rejected by the procuring entity. Other evaluation parameters are as specified in the TDS.</p> <p>2.16.2 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive.</p> <p>2.16.3 The tender evaluation committee shall evaluate the tender within 15 days (but where the time is extended, within <b>30 days following the date of such an extension</b>) of the validity period from the date of opening the tenders.</p> <p><b>Evaluation Criteria</b></p> <p>The following requirements must be met by the tenderer notwithstanding other requirements in the tender documents:-</p>																																										
<b>a) Mandatory Requirements</b>																																												
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th data-bbox="375 831 486 896">No.</th> <th data-bbox="486 831 1181 896">Requirements</th> <th data-bbox="1181 831 1420 896">Responsive/or Not-Responsive</th> </tr> </thead> <tbody> <tr> <td data-bbox="375 896 486 1019">MR1</td> <td data-bbox="486 896 1181 1019">Must submit a <b>certified valid</b> copy of certification of Registration (in accordance with the provisions of the registration of Business Names Act).</td> <td data-bbox="1181 896 1420 1019"></td> </tr> <tr> <td data-bbox="375 1019 486 1120">MR2</td> <td data-bbox="486 1019 1181 1120">Must submit a <b>certified</b> valid copy of the current Business permit from the relevant Government Authority.</td> <td data-bbox="1181 1019 1420 1120"></td> </tr> <tr> <td data-bbox="375 1120 486 1176">MR3</td> <td data-bbox="486 1120 1181 1176"><b>Must Submit tender security</b></td> <td data-bbox="1181 1120 1420 1176"></td> </tr> <tr> <td data-bbox="375 1176 486 1209">MR4</td> <td data-bbox="486 1176 1181 1209">Must submit <b>certified valid</b> Tax Compliance Certificate.</td> <td data-bbox="1181 1176 1420 1209"></td> </tr> <tr> <td data-bbox="375 1209 486 1265">MR5</td> <td data-bbox="486 1209 1181 1265">Must provide details of physical address, <b>clear email, phone contacts</b></td> <td data-bbox="1181 1209 1420 1265"></td> </tr> <tr> <td data-bbox="375 1265 486 1321">MR6</td> <td data-bbox="486 1265 1181 1321"><b>Must</b> fill, sign and stamp the price schedule in the format provided.</td> <td data-bbox="1181 1265 1420 1321"></td> </tr> <tr> <td data-bbox="375 1321 486 1377">MR7</td> <td data-bbox="486 1321 1181 1377"><b>Must</b> fill, sign and stamp the form of tender in the format provided.</td> <td data-bbox="1181 1321 1420 1377"></td> </tr> <tr> <td data-bbox="375 1377 486 1433">MR8</td> <td data-bbox="486 1377 1181 1433">Must not be having pending/incomplete similar jobs with CEMASTE.A.</td> <td data-bbox="1181 1377 1420 1433"></td> </tr> <tr> <td data-bbox="375 1433 486 1467">MR9</td> <td data-bbox="486 1433 1181 1467">Must Provide a Non-debarment statement.</td> <td data-bbox="1181 1433 1420 1467"></td> </tr> <tr> <td data-bbox="375 1467 486 1523">MR10</td> <td data-bbox="486 1467 1181 1523">Must fill, sign and stamp the tender security declaration form as provided.</td> <td data-bbox="1181 1467 1420 1523"></td> </tr> <tr> <td data-bbox="375 1523 486 1601">MR11</td> <td data-bbox="486 1523 1181 1601"><b>Must</b> submit a duly filled, signed and stamped confidential business questionnaire in the format provided.</td> <td data-bbox="1181 1523 1420 1601"></td> </tr> <tr> <td data-bbox="375 1601 486 1657">MR 12</td> <td data-bbox="486 1601 1181 1657"><b>Must</b> submit a letter of commitment to undertake delivery of goods within 45days from the date of contract signing.</td> <td data-bbox="1181 1601 1420 1657"></td> </tr> <tr> <td data-bbox="375 1657 486 1742">MR 13</td> <td data-bbox="486 1657 1181 1742">The bid documents to be systematically paginated, with pages 'hard-bound' –no use of spiral binders.</td> <td data-bbox="1181 1657 1420 1742"></td> </tr> </tbody> </table>			No.	Requirements	Responsive/or Not-Responsive	MR1	Must submit a <b>certified valid</b> copy of certification of Registration (in accordance with the provisions of the registration of Business Names Act).		MR2	Must submit a <b>certified</b> valid copy of the current Business permit from the relevant Government Authority.		MR3	<b>Must Submit tender security</b>		MR4	Must submit <b>certified valid</b> Tax Compliance Certificate.		MR5	Must provide details of physical address, <b>clear email, phone contacts</b>		MR6	<b>Must</b> fill, sign and stamp the price schedule in the format provided.		MR7	<b>Must</b> fill, sign and stamp the form of tender in the format provided.		MR8	Must not be having pending/incomplete similar jobs with CEMASTE.A.		MR9	Must Provide a Non-debarment statement.		MR10	Must fill, sign and stamp the tender security declaration form as provided.		MR11	<b>Must</b> submit a duly filled, signed and stamped confidential business questionnaire in the format provided.		MR 12	<b>Must</b> submit a letter of commitment to undertake delivery of goods within 45days from the date of contract signing.		MR 13	The bid documents to be systematically paginated, with pages 'hard-bound' –no use of spiral binders.	
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<p><b>NB:</b></p> <ul style="list-style-type: none"> <li>❖ <b>Certification must be by a commissioner of oath</b></li> <li>❖ <b>Bidders must meet all the mandatory requirements to qualify for technical evaluation. Bidders who do not meet the mandatory requirements will not proceed to the technical evaluation stage and will be adjudged unresponsive.</b></li> <li>❖ <b>Submission of false information will lead to automatic disqualification.</b></li> </ul>																																												

<b>b) Technical Scores</b>			
This section (Technical Evaluation) will be marked out of 80 and will determine the technical score (TS)			
<b>No.</b>	<b>Evaluation Attribute</b>	<b>Weighting Score</b>	<b>Max. Score</b>
T.S.1	Number of years of training and experience by the bidder to be engaged in the provision of the service.	<ul style="list-style-type: none"> <li>4 years and above- 15 Marks</li> <li>Others prorated at:</li> </ul> <p style="text-align: center;"><b><u>Number of years x 15</u></b> <b>4</b></p>	15
T.S.2	Provide a list of clients and references to which the bidder has done similar works in the last three (3) years)	<ul style="list-style-type: none"> <li>10 clients with reference letters – 20 marks</li> <li>Others prorated at:</li> </ul> <p style="text-align: center;"><b><u>Number of clients x 20</u></b> <b>10</b></p>	20
T.S.3	Level of qualification of the executive personnel of the bidding firm	<ul style="list-style-type: none"> <li>Degree level and above – 10 marks</li> <li>One levels – 5 marks</li> </ul>	10
T.S.4	Provide details of any relevant certifications and/or trainings. Such certifications/trainings may be for your company or for your individual staff ... <b>Attach Evidence</b>	<ul style="list-style-type: none"> <li>Details of at least 3 certifications and/or trainings with proof – 5 marks</li> <li>Other prorated at:</li> </ul> <p style="text-align: center;"><b><u>Number of certifications and/or trainings x 5</u></b> <b>3</b></p>	5
T.S.5	Physical facilities <ul style="list-style-type: none"> <li>Provide details of physical address , email address and mobile number – <b>attach Evidence</b></li> </ul>	Details of physical address and contacts with copy of title.	10
T.S.6	Organization Structure	Give structure with details of responsibilities.	5
T.S.7	Work Program/Operation Plan/Schedule of delivery.	Provide details	5
T.S.8	Provide financial statements.	<ul style="list-style-type: none"> <li>Certified audited accounts for the last 3years (2016, 2015 and 2014)</li> <li>Bank statements for the last 24 months</li> </ul>	10
<b>TOTAL</b>			<b>80</b>
<b>Only bidders who score 50% and above will be subjected to financial evaluation. Those who score below 50% will be eliminated at this stage from the entire evaluation process and will not be considered further.</b>			
<b>c) Financial Score (FS)</b>			
The formulae for determining the Financial Score (FS) shall be as follows:-			
FS = 100 X FM/F; Where <b>FS</b> is the <b>Financial Score</b> ; <b>FM</b> is the <b>lowest priced bidder</b> and <b>F</b> is the <b>price of the bidder under consideration</b> .			

	<p><b>d) Combined Technical and Financial Scores (S)</b></p> <p>Bidders will be ranked according to their combined technical (TS) and Financial (FS) Scores using the weights (T=the weight given to the Technical Proposal; P= the weight given to the Financial Proposal; T + P=1) Indicated below. The combined Technical and Financial Score, S, shall be calculated as follows:-</p> <p><b>S= (TS x T%) + (FS x P%)</b></p> <p><b>Weighting</b></p> <p><b>T = 0.70</b> <b>P = 0.30</b></p>
2.24	Particulars of post-pre-qualification if applicable. <b>CEMASTE A may inspect the premises and confirm details.</b>
2.24.4	Award criteria:  <b>The firm achieving the highest combined technical and financial score will be awarded the contract.</b>
2.27	Particulars of performance security <b>if applicable shall be 5% of the contract sum.</b>
Others as necessary	<b>None</b>

**SECTION III GENERAL CONDITIONS OF CONTRACT**

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## SECTION III GENERAL CONDITIONS OF CONTRACT

### 3.1 Definitions

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

- a) "The contract" means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) "The services" means printing 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 Patent Right's

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

### 3.5 Performance Security

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

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

- 3.5.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of **such insurance guarantee approved by the Authority.**

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

### 3.7 Inspections and Tests

- 3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the works to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.7.3 Should any inspected or tested works fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected works or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.7.4 Nothing in paragraph 3.7 shall in 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 Payment shall be made promptly by the Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

### 3.9 **Prices**

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

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

3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price

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

### 3.10 **Assignment**

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

### 3.11 **Termination for Default**

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

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

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

### 3.12 **Termination of insolvency**

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

### 3.13 **Termination for convenience**

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

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

### 3.14 Resolution of disputes

The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between 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 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 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 AND DESCRIPTION OF SERVICES

4.1 Special conditions of contract shall supplement the General Conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

4.2 Special Conditions of Contract with reference to the General Conditions of Contract.

General conditions of contract reference	Special conditions of contract
3.5	Specify performance security if <b>applicable: 5% of contract sum.</b>
3.7	Specify method of payments: <b>Payments to be made on completion of the service.</b>
3.8	Specify price adjustments allowed; <b>None within a year following the date of award of job/otherwise not more than 10%</b>
3.14	Specify resolutions of disputes. <b>Disputes shall be settled as per the Arbitration laws of Kenya.</b>
3.16	Specify applicable law. <b>Laws of Kenya</b>
3.17	Indicate addresses of both parties. <b>Client: Director Centre For Mathematics, Science and Technology Education in Africa P.O. Box 24214-00502 Karen, Nairobi</b>
<b>Conditions of Contract</b>	
	<ul style="list-style-type: none"><li>• The contract shall be one year.</li><li>• The contract is subject to framework contracting.</li></ul>

	<ul style="list-style-type: none"><li>• The quantity of requirement as given in the tender documents are only but estimates of the minimum requirements.</li></ul>
	<ul style="list-style-type: none"><li>• A letter of commitment confirming that the tenderer shall deliver goods within 45days from date of receipt of purchase order. This will be a key performance indicator on the contract.</li></ul>

## SECTION V - STANDARD FORMS

### Notes on the standard Forms

1. **Form of tender** – The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly authorized representatives of the tenderer.
2. **Price schedule Form** – The price schedule form must similarly be completed and submitted with the tender.
3. **Contract form-** The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Questionnaire form-** This form must be completed by the tenderer and submitted with the tender documents.
5. **Format of Tender security Declaration Instrument:** When required by tender document the tenderer shall provide the tender security declaration in the form included hereinafter.
6. **Performance security form:** The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
7. **List of clients:** The form is to be filled in the format provided.

#### 4.1 FORM OF TENDER

Date \_\_\_\_\_

Tender No. CEMASTEА/STEM2/PHY/13/2017

To: **The Director**  
**Centre for Mathematics, Science and Technology Education in Africa (CEMASTEА)**  
**P.O. Box 24214-00502**  
**NAIROBI.**

Sir/Madam:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*, the of which is hereby duly acknowledged, wed, the undersigned, offer to provide. *[description of services]* in conformity with the said tender documents for the sum of . *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to 2 percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. We understand that you are not bound to accept the lowest or any tender you may receive.
7. We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 of the tender documents.

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

#### VI. PRICE SCHEDULE OF SERVICES

Item Description	Qty per sch	No. of schools	Total Qty	Approx . Unit price (Ksh)	Total cost per ITEM	Specifications
Teaching and Reference books	5	58	290			<ul style="list-style-type: none"> <li>• Physics dictionary</li> <li>• Physics of Today and Tomorrow by Tom Duncan and Murray</li> <li>• Ordinary level physics by Abbot</li> <li>• A+ Revision physics series b Makanda and Muturi</li> </ul>
Voltmeter	3	58	174			Analogue, dual , range ( o to 2.5v and 0 to 5.0v)
Models	1	58	58			The generator model & The dynamo model
Ammeter	3	58	174			Analogue, dual range ( 0 to 2.5v and 0 to 5.0v)
CRO	1	58	58			20MHZ double beam
Ripple tank.	1	58	58			(595 x 510 x 70 mm supplied complete with ripple assemble),

Micrometer screw gauge	1	58	58		analogue
Galvanometer	3	58	174		Analogue, zero centred
Magnets	1	58	58		U shaped
Electric bell	1	105	105		Operates on 4.5 to 6- V DC batteries or 6 to 10-V AC transformer.
Calorimeters	2	105	210		Made of copper with wooden jacket & appropriate insulation
Optical bench	1	105	105		At least 1 metre long with millimeter scale and adjustable lens or mirror holders
Collision Ball Momentum Energy Conservatrion Apparatus	1	105	105		Consists of a 27 inch (690mm) long Aluminum V- shape tack and five 0.75 inch (19mm) diameter steel Balls. Supplied complete with instructions
Electroscope	1	105	105		Big demonstration Electroscope, the whole class can see the deflection. Strong metal construction, 6.75 inch Diameter, total height 10.5 inch. Transparent front glass plate, translucent back plate so that repulsion can easily be observed. Graduated back glass to compare charges. With terminal for earthing. Comes complete with Instructions
Rotating spin electroscope	2	105	210		To teach about the force of static or frictional electricity and to demonstrate the presence of electric charge. The apparatus consists of a metal rod with pointed ends pivoted on a metal rod mounted on a heavy metal base. When a charged friction rod is brought near the pointed ends the rod begins to spin. 6 inch (150mm) high, 5.5 inch (140mm) wide
Vernier calipers	2	105	210		<ul style="list-style-type: none"> <li>• Analogue</li> <li>• Metallic Double Scale.</li> <li>• Measures in inches and cm. 150 mm x 0.05 mm / 6 inch x 1/128 inch.</li> </ul>
Smoke cell	3	105	315		Wind-up in strong case. Length 15 meters. Cloth with woven metal for strength and long life. One side cm other side inches.
Ball and ring apparatus	5	105	525		A set of Standard ball and ring apparatus: Includes a brass ball and a brass ring each mounted on a handle. The ball fits easily through the ring at room temperature. The handle acts as insulators
Bar and gauge	3	105	315		For illustrating expansion by heating and contraction by cooling comprising a mild steel bar 110x10mm (lenght), on rod with wooden handle, overall length approx. 280mm. with metal cast gauge, sliding fit over ends of bar and with hole 10mm bore in one arm
Six's maximum and minimum thermometer	1	105	105		Nominal Range: -35 to +50°C&F, Accuracy: +/- 2.0°C, Tolerance between limbs: +/- 1.5°C

Signature and stamp of tenderer \_\_\_\_\_  
*Note: In case of discrepancy between unit price and total, the unit price shall prevail.*

**VII. CONTRACT FORM**

THIS AGREEMENT made the \_\_\_ day of \_\_\_\_\_ 20\_\_\_ 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 the procuring entity invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of .....[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.
5. The amounts payable as stated in this contract shall not be varied unless such a variation is formally communicated to CEMASTEIA, through the Director for consideration. Such a variation shall however not be considered within the first year following the date of signing this contract. CEMASTEIA has a right to reject any sought variation without giving a reason.

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 \_\_\_\_\_ (for the Procuring entity)

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

in the presence of \_\_\_\_\_.



#### 4.4 CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

##### Part 1 General

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

##### Part 2 (a) – Sole Proprietor

Your name in full.....Age.....  
 Nationality.....Country of Origin.....  
 Citizenship details .....

##### Part 2 (b) – Partnership

Given details of partners as follows

Name	Nationality	Citizenship details	Shares
1. ....			
2. ....			
3. ....			
4. ....			

##### Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

Name	Nationality	Citizenship details	Shares
1. ....			
2. ....			
3. ....			
4. ....			

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

## TENDER SECURITY DECLARATION FORM (Where applicable)

**(The Bidder shall complete in this form in accordance with the instructions indicated)**

Date: .....  
( insert date (as day, month, year) of Bid Submission)

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

To:  
Director  
Centre for Mathematics, Science and Technology Education in Africa  
Karen Road-Bogani Road junction,  
P.O Box 24214 – 00502,  
Nairobi, Kenya.

We, the undersigned declare that.

1. We understand that, according to your conditions, bids must be supported by a bid-securing declaration.
2. We accept that we will be automatically suspended from being eligible for bidding in any contract with the purchaser for the period of the time of (3 years) starting on (date of identification of breach) if we are in breach of our obligation(s) under the bid conditions, because we-
  - a. Have withdrawn our bid during the period of bid validity specified by us in the bidding data sheet:  
or
  - b. Having been notified of the acceptance of our bid by the purchaser during the period of bid validity,
    - i. Fail or refuse the contract, if required, or
    - ii. Fail or refuse to furnish the performance security, in accordance with the ITT
3. We understand that this bid securing declaration shall expire if we are not the successful bidder, upon the earlier of
  - i. Our receipt of a copy of your notification of the name of the successful bidder; or
  - ii. Twenty-eight days after the expiration of our tender.
4. We understand that if we are a joint venture, the bid securing declaration must be in the name of the joint venture that submits the bid, and the joint venture has not been legally constituted at the time of bidding, the bid securing declaration shall be in the names of all future partners as named in the letter of intent.

Signed: .....

(insert signature of person whose name and capacity are shown)

in the capacity of.....

(insert legal capacity of person signing the bid securing declaration)

Name: .....

(insert complete name of person signing the bid securing declaration)

Duly authorized to sign the bid for and on behalf of:

.....  
(insert complete name of bidder)

Date on..... Day of..... (insert date signing)

**6. PERFORMANCE SECURITY FORM**

To: .....

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

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

supply.....

[Description services](Hereinafter called "the contract")

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of .....  
[amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of .....  
[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_ day of 20\_

\_\_\_\_\_  
Signature and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

(Amend accordingly if provided by Insurance Company)

### 7. List of clients

Indicate the details of companies in the private /public sector where you have undertaken/are undertaking services of similar nature where the contract sum is at least Kshs. 3,000,000/-.

NO.	Contact Information	Details
1.	Name of company	
	Name of the contact person	
	Designation	
	Telephone Number	
	e-mail address	
	Contract amount (kshs. per month)	
2.	Name of company	
	Name of the contact person	
	Designation	
	Telephone Number	
	e-mail address	
	Contract amount (kshs. per month)	
3.	Name of company	
	Name of the contact person	
	Designation	
	Telephone Number	
	e-mail address	
	Contract amount (ksh. per month)	

**ENSURE THAT YOU HAVE PROVIDED REFERENCE LETTERS FOR ALL THE ABOVE ORGANIZATIONS**

### 8. BANK/OR INSURANCE GUARANTEE FOR ADVANCE PAYMENT

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 the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of .....

[amount of guarantee in figures and words].

We, the .....

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

[amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring entity 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]

**9. LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) \_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

## 10 BIDDER'S DECLARATION AND INTEGRITY PACT

### 10.1 Bidder's Declaration

We/I the undersigned....., in the capacity of .....  
..... for ..... [name of the company/firm/individual] certify that the **bidder is not in any of the following situations:**

- 1 Bankruptcy; are the subject of proceedings for a declaration of bankruptcy, or of an order for compulsory winding up or administration by court, or of any other similar proceedings;
- 2 Payments to us have been suspended in accordance with the judgment of a court other than a judgment declaring bankruptcy and resulting, in accordance with our national laws, in the total or partial loss of the right to administer and dispose off our property;
- 3 Legal proceedings have been instituted against us involving an order suspending payments and which may result, in accordance with our national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of our property;
- 4 Are being wound up, or our affairs are being administered by court, or have entered into an arrangement with creditors, or have suspended business activities or are subject to an injunction against running business by a court of law;
- 5 Have been convicted by a final judgment of any crime or offence concerning our/my professional conduct;
- 6 Are guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or execution of a tender already awarded; and

- 7 Are in breach of contract on another contract with the Government of Kenya or other local or international contracting authority or foreign government.
- 8 Have been convicted of an offence concerning our/my professional conduct by a court of law, or found guilty of grave professional misconduct;
- 9 Have not fulfilled obligations relating to payments of taxes or statutory contributions.

If the bidder is in any of the above listed situations, kindly attach documents giving details of the situation.

Names in full: [.....]

Duly authorized to sign this bid on behalf of (bidder's name):

[.....]

Place and date: [.....]

Stamp of the firm/company:

## 10.2 Integrity Pact

### **Bidder's Oath to fulfill the Integrity Pact**

Accepting that transparent business management and fair public administration are key to social development and national competitiveness, and in an effort to purge corruption and apply sanctions to corrupt businesses, and in full support of the worthy goals of this Integrity Pact, concerning the present **tender for supply and delivery of PHYSICS STEM SECONDARY SCHOOL MATERIALS– CEMASTEА/STEM2/PHY/13/2017** all personnel of \_\_\_\_\_ and its sub-contractors and agents hereby agree that:

1. We shall not conduct any unethical business practices, such as bid-rigging for the sake of a particular bidder to win the bid, or price-fixing. If proven as a fact that we have engaged in bid-rigging for the sake of a particular bidder to win the bid, we shall accept to be prohibited from submitting bids placed by Centre for Mathematics Science and Technology Education in Africa (herein referred to as CEMASTEА) for a period of two (2) years. If proven that we have discussed with other bidders in a bid to fix a price, or rigged a bid for a particular bidder to win the bid, we shall accept the prohibition from submitting bids placed by CEMASTEА for a period of two (2) years. If any unethical behaviour is tantamount to a fraudulent practice, we accept that such a case may be handed over to the authorities for investigation and possible prosecution.
2. In the process of bidding, or concluding or execution of a contract, we shall not offer any bribe, gifts, entertainment or any other undue benefits directly or indirectly to related officials, and in case it is proved that we have violated any terms of this Integrity Pact in relation with a bid, or concluding or execution of a contract, or offered bribes for favours in a contract, to win a contract, or facilitate payment which should not have been forthcoming, we shall accept the prohibition from submitting a bid placed by CEMASTEА for a period of two (2) years. If proven as a fact that we have offered bribes to CEMASTEА or related officials for favours regarding a bid or contract to a bidder or a winning bidder, or for the purpose of faulty execution of the objectives of a contract, we shall accept the prohibition from submitting bids placed by CEMASTEА for a period of two (2) years. If proven that we have offered bribes to CEMASTEА or related officials in relation to bidding, or concluding or execution of a contract, we shall accept the prohibition from submitting bids placed by CEMASTEА for a period of two (2) years.
3. In case it is proven that we have offered bribes to a related official or a CEMASTEА official regarding a bid, or concluding or execution of a contract, we shall accept the cancellation of the contract, and shall not file any civil, administrative or criminal appeals.
4. We shall make our best effort to institute a Company Code of Conduct that prohibits bribery, bid rigging/fixing or any other corrupt practices in business relations with officials and CEMASTEА, and a company regulation that prohibits any retaliatory acts toward anyone reporting inside corruption.
5. In addition, I confirm on behalf of the bidder that the details included in the bidders profile and experience sheet and our quotation are correct to the best of my knowledge and belief. In addition, we authorize, CEMASTEА to seek information from any source to confirm our compliance with the requirements of this Integrity Pact.



6. The bidder authorizes CEMASTEVA, to seek information from any source, including publication of the name of the bidder to confirm that the bidder is compliant with the requirements of this Integrity Pact.

We shall fulfill this Integrity Pact as a solemn oath made on the basis of mutual trust, and, if and when we win a bid, we shall sign and fulfill the above as a "Special Condition of Contract," and not file any civil, administrative or criminal appeals regarding any of the above terms.

Dated: \_\_\_\_\_

Signed by: \_\_\_\_\_  
(Chief Executive/Managing Director)

Full Name printed: \_\_\_\_\_

