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**SUPPLY, DELIVERY, INSTALLATION AND TESTING OF
GYNASIUM EQUIPMENT**

TENDER NO. CU/OPNT/67/2020-2021

JUNE, 2021

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Introduction

1.1 This Standard Tender Document has been prepared for use by public entities in Kenya

1.2 The following general directions should be observed when using the document.

- (a) Specific details should be furnished in the Invitation to Tender and in the special conditions of contract. The final documents to be provided to the tenderers should not have blank spaces or give options
- (b) The Instructions to Tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and the appendix to instructions to tenderers.

1.3 (a) Information contained in the Invitation to Tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate and shall indicate any important tender requirements.

- (b) The Invitation to Tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following the invitation for expression of interest for which the invitation is issued.

SECTION I: INVITATION TO TENDER

DATE: 21ST MAY, 2021

TENDER NO: CU/OPNT/68/2020-2021

TENDER NAME: SUPPLY, DELIVERY INSTALLATION AND TESTING OF GYNASIUM EQUIPMENT

- 1.1 Chuka University invites sealed bids from eligible candidates for Supply, Delivery Installation and Testing of Gynasium Equipment .
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Chuka University, Procurement Department P. O. Box 109-60400 Chuka, situated along Embu – Meru road during normal working hours (8.00 am – 5.00 pm) Monday to Friday.
- 1.3 A complete set of tender documents may be downloaded from Chuka University website **www.chuka.ac.ke** or Kenya Government tender portal **tenders.go.ke** .
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at Vice Chancellor's Office, Reception area or be addressed to the Vice Chancellor, Chuka University, P. O. Box 109-60400, Chuka so as to be received on or before **22nd June, 2021 at 12.00 Noon.**
- 1.5 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for 150 days from the closing date of the tender.
- 1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Chuka University, Boardroom.
- 1.7 Bidders **must serialize/number all the pages** of their bid document and state **the total number of pages** before submission failure to which shall lead to disqualification.

Naftal O. Oenga
Head of Procurement Department
For: Vice Chancellor

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 all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall complete the Supply, Delivery and Installation as specified in the tender document.
- 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 tendering pursuant to section 59 of the Public Procurement and Asset Disposal Act, 2015.
- 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 The procuring entity 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 2.5 of these instructions to tenders
- i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of e-Learning services

- 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
- 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 Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) 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, fax or email and such amendment will be binding on them.

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

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below.

(b) Documentary evidence established in accordance with Clause 2.1.1 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 (if applicable)

(d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

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

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

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

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

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 per cent of the tender price.

2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.4 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) Bankers Cheque.
- c) Such insurance guarantee approved by the Authority.

- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.20
- 2.12.6 Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.
- 2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.28, and furnishing the performance security, pursuant to paragraph 2.29.
- 2.12.8 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 2.28 **or**
 - (ii) to furnish performance security in accordance with paragraph 2.29.
 - (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 **150 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 solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

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

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

(a) be addressed to 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 **22nd June, 2021 at 12.00 Noon.**”

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 2.15.1, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **22nd June, 2021 at 12.00 Noon.**

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 as provided for in the appendix.

2.17 Modification and withdrawal of tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by the procuring entity prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked 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 2.12.8.
- 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, **22nd June, 2021 at 12.00 Noon** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 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.
- 2.18.3 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 security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, 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

2.22 Evaluation and comparison of tenders.

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

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

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

(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 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 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.

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 tenderers 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 tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

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

b) Award Criteria

- 2.24.1 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.
- 2.24.4 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.
- 2.24.5 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 Award Criteria

- 2.25.1 Subject to paragraph 2.24.1 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.
- 2.25.2 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.

2.26. Procuring entity's Right to accept or Reject any or all Tenders

- 2.26.1 The Procuring entity reserves the right to accept or reject any tender.

- 2.26.2 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.
- 2.26.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27 Notification of Award

- 2.27.1 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.
- 2.27.2 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 2.28. Simultaneously the other tenderers shall be notified that their tenders were not successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.28 Signing of Contract

- 2.28.1 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.
- 2.28.2 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.
- 2.28.3 The contract will be definitive upon its signature by the two parties.
- 2.28.4 The parties to the contract shall have it signed within the tender validity period unless there is an administrative review request.

2.29 Performance Security

- 2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.

2.29.2 Failure by 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 tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

2.30.1 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.

2.30.2 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.

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

Appendix to instructions to tenderers

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Eligible bidders should meet all the mandatory statutory requirements as stated in the tender document.
2.16.1.	The Tender documents should be submitted to Chuka University Tender Box situated at the Vice Chancellor's office reception area on or before 22nd June, 2021 at 12.00 Noon.

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- a) “The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

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

3.3 Standards

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

3.5 Patent Right's

The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the 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 Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of :
- a) Bankers Cheque.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
- 3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

- 3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 3.7.4 Nothing in paragraph 3.7 shall in 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 procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

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

3.10 Termination for Default

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

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

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

3.12 Termination of insolvency

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

3.13 Termination for convenience

- 3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

The procuring entity'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

- 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.

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.8.1	<i>Payment to be done after goods have been inspected and accepted by the Inspection and Acceptance Committee.</i>
3.14	<i>Arbitration to be considered before litigation</i>

SECTION V: SCHEDULE OF REQUIREMENTS

S/N	ITEM	UNIT OF ISSUE	QUANTITY
1	Hula Hoop 83cm	Pcs	5
2	Hula Hoop 63cm	Pcs	5
3	Chin up Trainer Machine Commercial	Pcs	1
4	Exercise Medicine Ball 1Kg,2Kg,3Kg- Commercial	Set	3
5.	Gym ball 75cm	Pcs	5
6.	Adjustable Decline Bench Commercial	Pcs	1
7.	Sit up bench adjustable- Commercial	Pcs	2
8.	Wrist ankle weight 5lb Adjustable Soft	Pcs	5
9.	Steel Bar Chrome Threaded 60"	Pcs	2
10.	Skip rope	Pcs	5
11.	Exercise wheel double	Pcs	5
12.	Fixed Dumbbell set(1,2,3,4,6,8,10)Kg	Set	2
13.	Kettle Bell set(2,3,4,6,10,20)Kg	Set	2
14.	Dumbbell neoprene(1,1.5,2,2.5,3,4)Kg	Set	2
15.	Dumbbell Storage rack	Pcs	2
16.	Tricep Bar	Pcs	2
17.	Knurled Curl Bar 47"	Pcs	2
18.	Chrome bar threaded with Locks	Pcs	1
19.	Adjustable Incline Bench- Commercial	Pcs	1
20.	Preacher Curl Bench- Commercial	Pcs	1
21.	Olympic bar + Collars	Pcs	1
22.	Vertical Knee Raise Machine- Commercial	Pcs	1
23.	Cable cross over machine with handles- Commercial	Pcs	1
24.	Smith Machine Series 7- Commercial	Pcs	1
25.	Olympic plates sets plus rack(2.5,5,10,15,20,25)kg	Set	2
26.	Bicep Curl Machine- Commercial	Pcs	1

27.	Lat Pulldown Plate Loaded Machine- Commercial	Pcs	1
28.	Rower W Basic Console- Commercial	Pcs	1
29.	Deltoid Raise- Commercial	Pcs	1
30.	Rotary Torso Machine- Commercial	Pcs	1
31.	Combo AB Low Back Machine- Commercial	Pcs	2
32.	Exercise bikes Commercial	Pcs	2
33.	Treadmills Commercial Motorized	Pcs	2
34.	Elliptical strider Commercial	Pcs	2
35.	Leg Press Hack Squat- Commercial	Pcs	1
36.	Plate Loaded ABS Curl- Commercial	Pcs	1
37.	Aerobic stepper plus 109x42x21cm	Pcs	20
38.	Battle power training rope	Pcs	1
39.	Fixed Barbell set plus rack (20,30,40,50,60,70,80,90,100 ,110 lb)	Set	2
40.	Cast iron plates sets 1"Hole plus rack(1,2,4,5,6,10,15,20,25)Kg	Set	4
41.	Squat bar sleeve	Pcs	5
42.	Rowing Machine T-bar- Commercial	Pcs	1
43.	Slam ball set plus rack (4,6,8,10,15,20,25,30,35,40)Kg	Set	1
44.	Flat Olympic Bench- Commercial	Pcs	1
45.	Weighing and height Scale Machine- Commercial	Pcs	2
46.	Pec Fly/Rear Delt Machine- Commercial	Pcs	1
47.	Leg Extension Machine- Commercial	Pcs	1
48.	Abductor/Adductor Machine- Commercial	Pcs	1
49.	Rubber plates 2" Hole sets(2.5,5,10,15,20,25)kg	Set	4
50.	Incline Press Plate Loaded- Commercial	Pcs	1

51.	Combo leg Extension leg curl machine- Commercial	Pcs	1
52.	10mm thick heavy duty rubber jigsaw interlocking tiles (Including fixing)	Meters Square	180
53.	Carpet tape (including fixing)	Meters	80
54.	Sound System (Jbl/equivalent with 4 Small speakers(4.1) plus installation)	Pcs	1
55.	Water Dispenser	Pcs	2
56.	Yoga Mats(6.5mm thick 150x60cm)	Pcs	20
57.	First Aid Kit(Large Metallic Occupational)	Pcs	5
58.	Stop Watch(Lap timer)	Pcs	10

SECTION VI - TECHNICAL SPECIFICATIONS

6.1 GENERAL

- 6.1.1. These specifications describe the basic requirements for equipment. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply.
- 6.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specific requirement.
- 6.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. Chuka University reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products
- 6.1.4 The tenderers are requested to present information along with their offers as follows;-
- (i) Shortest possible delivery period of each product
 - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses

TECHNICAL SPECIFICATIONS FOR THE EQUIPMENT

S/N	ITEM	SPECIFICATIONS(EQUIVALENT)
1	Hula Hoop 83cm	Joerex
2	Hula Hoop 63cm	Joerex
3	Chin up Trainer Machine Commercial	WNQ
4	Exercise Medicine Ball 1Kg,2Kg,3Kg- Commercial	Reebok
5.	Gym ball 75cm	adidas
6.	Adjustable Decline Bench- Commercial	Matrix
7.	Sit up bench adjustable- Commercial	Mesuca
8.	Wrist ankle weight 5lb Adjustable Soft	Body Sculpture
9.	Steel Bar Chrome Threaded 60"	Body Sculpture
10.	Skip rope	plastic handle Body Sculpture
11.	Exercise wheel double	Joerex
12.	Fixed Dumbbell set(1,2,3,4,6,8,10)Kg	Body Sculpture
13.	Kettle Bell set(2,3,4,6,10,20)Kg	Body Sculpture
14.	Dumbbell neoprene(1,1.5,2,2.5,3,4)Kg	Body Sculpture
15.	Dumbbell Storage rack	Body Sculpture
16.	Tricep Bar	72" X 1"
17.	Knurled Curl Bar 47"	Matrix
18.	Chrome bar threaded with Locks	Body Solid
19.	Adjustable Incline Bench- Commercial	Body Sculpture
20.	Preacher Curl Bench- Commercial	Body Solid
21.	Olympic bar + Collars	Body solid
22.	Vertical Knee Raise Machine- Commercial	Body Solid
23.	Cable cross over machine with handles- Commercial	Body Solid
24.	Smith Machine Series 7- Commercial	Steelflex

25.	Olympic plates sets plus rack(2.5,5,10,15,20,25)kg	Steel Flex
26.	Bicep Curl Machine- Commercial	Body Sculpture
27.	Lat Pulldown Plate Loaded Machine- Commercial	Body Sculpture
28.	Rower W Basic Console- Commercial	Matrix
29.	Deltoid Raise- Commercial	Steelflex
30.	Rotary Torso Machine- Commercial	Steelflex
31.	Combo AB Low Back Machine- Commercial	Matrix
32.	Exercise bikes Commercial	WNQ
33.	Treadmills Commercial Motorized	Vision Fitness T600
34.	Elliptical strider Commercial	WNQ
35.	Leg Press Hack Squat- Commercial	Body Solid
36.	Plate Loaded ABS Curl- Commercial	PLAC
37.	Aerobic stepper plus 109x42x21cm	Body Sculpture
38.	Battle power training rope	30ft X1.5"
39.	Fixed Barbell set plus rack (20,30,40,50,60,70,80,90,100,110 lb)	Body Sculpture
40.	Cast iron plates sets 1"Hole plus rack(1,2,4,5,6,10,15,20,25)Kg	Body Sulpture
41.	Squat bar sleeve	Body Sculpture
42.	Rowing Machine T-bar- Commercial	Body Solid
43.	Slam ball set plus rack (4,6,8,10,15,20,25,30,35,40)Kg	
44.	Flat Olympic Bench- Commercial	Body Solid
45.	Weighing and height Scale Machine- Commercial	
46.	Pec Fly/Rear Delt Machine- Commercial	Matrix
47.	Leg Extension Machine- Commercial	Steelflex
48.	Abductor/Adductor Machine- Commercial	WNQ
49.	Rubber plates 2" Hole sets(2.5,5,10,15,20,25)kg	Body solid
50.	Incline Press Plate Loaded- Commercial	Steelflex

51.	Combo leg Extension leg curl machine- Commercial	GCEC
52.	10mm thick heavy duty rubber jigsaw interlocking tiles (Including fixing)	
53.	Carpet tape (including fixing)	
54.	Sound System (Jbl/equivalent with 4speakers plus installation)	JBL
55.	Water Dispenser	Hot and Cold Free standing
56.	Yoga Mats(6.5mm thick 150x60cm)	Body Sculpture
57.	First Aid Kit((Large Metallic Occupational)	Large
58.	Stop Watch(Lap timer)	Joerex

EVALUATION CRITERIA

PRELIMINARY EVALUATION

Bidders must attach the following mandatory documents before they qualify for technical evaluation

1. Duly filled and signed tender form
2. Duly filled and signed business questionnaire
3. Copy of a valid tax compliance.
4. Copy of certificate of registration/incorporation
5. Bid bond from a reputable bank or insurance company valid for 180 days from the date of opening.
6. Serialize all the pages in the tender documents and state the **total number** of pages submitted

TECHNICAL EVALUATION CRITERIA

Bidders must meet all the technical specification for them to proceed for financial evaluation.

S/N	ITEM	SPECIFICATIONS(EQUIVALENT)
1	Hula Hoop 83cm	Joerex
2	Hula Hoop 63cm	Joerex
3	Chin up Trainer Machine	WNQ
4	Exercise Medicine Ball 1Kg,2Kg,3Kg	Reebok
5.	Gym ball 75cm	adidas
6.	Adjustable Decline Bench	Matrix
7.	Sit up bench adjustable	Mesuca

8.	Wrist ankle weight 5lb Adjustable Soft	Body Sculpture
9.	Steel Bar Chrome Threaded 60"	Body Sculpture
10.	Skip rope	plastic handle
11.	Exercise wheel double	Joerex
12.	Fixed Dumbbell set(1,2,3,4,6,8,10)Kg	Body Sculpture
13.	Kettle Bell set(2,3,4,6,10,20)Kg	Body Sculpture
14.	Dumbbell neoprene(1,1.5,2,2.5,3,4)Kg	Body Sculpture
15.	Dumbbell Storage rack	Body Sculpture
16.	Tricep Bar	72" X 1"
17.	Knurled Curl Bar 47"	Matrix
18.	Chrome bar threaded with Locks	Body Solid
19.	Adjustable Incline Bench	Body Sculpture
20.	Preacher Curl Bench	Body Solid
21.	Olympic bar + Collars	Body solid
22.	Vertical Knee Raise Machine	Body Solid
23.	Cable cross over machine with handles	
24.	Smith Machine Series 7	Steelflex
25.	Olympic plates sets plus rack(2.5,5,10,15,20,25)kg	Steel Flex
26.	Bicep Curl Machine	Body Sculpture
27.	Lat Pulldown Plate Loaded Machine	Body Sculpture
28.	Rower W Basic Console	Matrix
29.	Deltoid Raise	Steelflex
30.	Rotary Torso Machine	Steelflex
31.	Combo AB Low Back Machine	Matrix
32.	Exercise bikes Commercial	WNQ
33.	Treadmills Commercial Motorized	Vision Fitness T600
34.	Elliptical strider Commercial	WNQ
35.	Leg Press Hack Squat	Body Solid
36.	Plate Loaded ABS Curl	PLAC
37.	Aerobic stepper plus	Body Sculpture
38.	Battle power training rope	30ft X1.5"
39.	Fixed Barbell set plus rack (20,30,40,50,60,70,80,90,100,110 lb)	Body Sculpture

40.	Cast iron plates sets plus rack(1,2,4,5,6,10,15,20,25)Kg	Body Scupture
41.	Squat bar sleeve	Body Sculpture
42.	Rowing Machine T-bar	Body Solid
43.	Slam ball set plus rack (4,6,8,10,15,20,25,30,35,40)Kg	
44.	Flat Olympic Bench	Body Solid
45.	Weighing and height Scale Machine	
46.	Pec Fly/Rear Delt Machine	Matrix
47.	Leg Extension Machine	Steelflex
48.	Abductor/Adductor Machine	WNQ
49.	Rubber plates sets(2.5,5,10,15,20,25)kg	Body solid
50.	Incline Press Plate Loaded	Steelflex
51.	Combo leg Extension leg curl machine	GCEC
52.	10mm thick heavy duty rubber jigsaw interlocking tiles (Including fixing)	
53.	Carpet tape (including fixing)	
54.	Sound System (Jbl/equivalent with 4 Small speakers (4.1) plus installation)	JBL
55.	Water Dispenser	Hot and Cold Free standing
56.	Yoga Mats(6.5mm thick 150x60cm)	Body Sculpture
57.	First Aid Kit(Large Metallic Occupational)	Large
58.	Stop Watch(Lap Timer)	Joerex

FINANCIAL EVALUATION

- i) Only Bidders who pass the technical evaluation will have their prices ranked.
- ii) Bidder who quote the lowest price which is within the market rate will be considered for award of tender.

SECTION VII - STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. Declaration form

8.1 FORM OF TENDER

Date_____

Tender No._____

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[insert numbers,*
the of which is hereby duly acknowledged, 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 _____ 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.

Dated this _____ day of _____ 20
[signature] *[In the capacity of]*

Duly authorized to sign tender for and on behalf of _____

8.2 PRICE SCHEDULE OF GOODS

Name of Tenderer _____ Tender Number _____

S/No	Description	Quantity	Unit of Purchase	Unit Price (KES.)	Total Price (KES.)	Brand	Delivery period
1.	Hula Hoop 83cm	5	Pcs				
2	Hula Hoop 63cm	5	Pcs				
3	Chin up Trainer Machine Commercial	1	Pcs				
4	Exercise Medicine Ball 1Kg,2Kg,3Kg-Commercial	3	Set				
5.	Gym ball 75cm	5	Pcs				
6.	Adjustable Decline Bench-Commercial	1	Pcs				
7.	Sit up bench adjustable-Commercial	2	Pcs				
8.	Wrist ankle weight 5lb Adjustable Soft	5	Pcs				
9.	Steel Bar Chrome Threaded 60"	2	Pcs				
10.	Skip rope	5	Pcs				
11.	Exercise wheel double	5	Pcs				
12.	Fixed Dumbbell	2	Set				

	set(1,2,3,4,6,8,10)Kg						
13.	Kettle Bell set(2,3,4,6,10,20)Kg	2	Set				
14.	Dumbbell neoprene(1,1.5,2,2.5,3,4) Kg	2	Set				
15.	Dumbbell Storage rack	2	Pcs				
16.	Tricep Bar	2	Pcs				
17.	Knurled Curl Bar 47"	2	Pcs				
18.	Chrome bar threaded with Locks	1	Pcs				
19.	Adjustable Incline Bench-Commercial	1	Pcs				
20.	Preacher Curl Bench-Commercial	1	Pcs				
21.	Olympic bar + Collars	1	Pcs				
22.	Vertical Knee Raise Machine-Commercial	1	Pcs				
23.	Cable cross over machine with handles-Commercial	1	Pcs				
24.	Smith Machine Series 7-Commercial	1	Pcs				
25.	Olympic plates sets plus rack(2.5,5,10	2	Set				

	,15,20,25)kg						
26	Bicep Curl Machine-Commercial	1	Pcs				
27.	Lat Pulldown Plate Loaded Machine-Commercial	1	Pcs				
28.	Rower W Basic Console-Commercial	1	Pcs				
29.	Deltoid Raise-Commercial	1	Pcs				
30.	Rotary Torso Machine-Commercial	1	Pcs				
31.	Combo AB Low Back Machine-Commercial	2	Pcs				
32.	Exercise bikes Commercial	2	Pcs				
33.	Treadmills Commercial Motorized	2	Pcs				
34.	Elliptical strider Commercial	2	Pcs				
35.	Leg Press Hack Squat-Commercial	1	Pcs				
36.	Plate Loaded ABS Curl-Commercial	1	Pcs				
37.	Aerobic stepper plus 109x42x21cm	20	Pcs				
38.	Battle power training rope	1	Pcs				
39.	Fixed Barbell set	2	Set				

	plus rack (20,30,40,50, 60,70,80,90, 100,110 lb)						
40.	Cast iron plates sets 1”Hole plus rack(1,2,4,5, 6,10,15,20,2 5)Kg	4	Set				
41.	Squat bar sleeve	5	Pcs				
42.	Rowing Machine T- bar- Commercial	1	Pcs				
43.	Slam ball set plus rack (4,6,8,10,15, 20,25,30,35, 40)Kg	1	Set				
44.	Flat Olympic Bench- Commercial	1	Pcs				
45.	Weighing and height Scale Machine- Commercial	2	Pcs				
46.	Pec Fly/Rear Delt Machine- Commercial	1	Pcs				
47.	Leg Extension Machine- Commercial	1	Pcs				
48.	Abductor/Ad ductor Machine- Commercial	1	Pcs				
49.	Rubber plates 2” Hole sets(2.5,5,10, 15,20,25)kg	4	Set				

50.	Incline Press Plate Loaded-Commercial	1	Pcs				
51.	Combo leg Extension leg curl machine-Commercial	1	Pcs				
52.	10mm thick heavy duty rubber jigsaw interlocking tiles (Including fixing)	180	Meters Square				
53.	Carpet tape (including fixing)	80	Meters				
54.	Sound System (Jbl/equivalent with 4 small speakers 4.1 plus installation)	1	Pcs				
55.	Water Dispenser	2	Pcs				
56.	Yoga Mats(6.5mm thick 150x60cm)	20	Pcs				
57.	First Aid Kit(Large Metallic Occupational)	5	Pcs				
58.	Stop Watch(Lap timer)	10	Pcs				

Signature and Rubber Stamp of tenderer

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

8.3 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.

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 _____.

8.4 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 addressTel 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 <table border="0"> <thead> <tr> <th>Name</th><th>Nationality</th><th>Citizenship details</th><th>Shares</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> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.				2.				3.				4.			
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 <table border="0"> <thead> <tr> <th>Name</th><th>Nationality</th><th>Citizenship details</th><th>Shares</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> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.				2.				3.				4.			
Name	Nationality	Citizenship details	Shares																		
1.																					
2.																					
3.																					
4.																					
	Date.....Signature of Candidate.....																				

8.5 TENDER SECURITY FORM

Whereas[name of the tenderer]

(hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender] for the provision of

[name and/or description of the services]

(hereinafter called “the Tenderer”).....

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

Of.....having registered office at

[name of procuring entity](hereinafter called “the Bank”) are bound unto.....

[name of procuring entity](hereinafter called “the procuring entity”) in the sum of

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

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

- (a) fails or refuses to execute the Contract Form, if required; or
- (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

8.6 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)

8.7 BANK 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]

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

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the Public
Procurement Administrative Review Board to review the whole/part of the above mentioned decision
on the following grounds , namely:-

- 1.
- 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
- 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED
Board Secretary