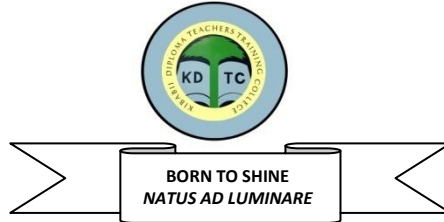


ST. PAUL'S KIBABII DIPLOMA TEACHERS' TRAINING COLLEGE
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ISO 9001:2008 Certified



TENDER DOCUMENT
FOR
PROCUREMENT OF GOODS AND SERVICES

DATE OF NOTICE: 31/5/2018

CLOSING DATE: 15/6/2018 AT 10.00 A.M

2018/2019 FINANCIAL YEAR

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TENDER NOTICE

Tenders are invited for supply and delivery of the following goods and services for the period 1st July 2018-30th June, 2019.

Category A- Goods			
S/NO	CATEGORY	ITEM DESCRIPTION	ELIGIBILITY
1.	KDTTC/01/018-019	Supply of Human Medicine	Open
2.	KDTTC/02/018-019	Supply of Fresh Meat , 4 Bundles	Preferred
3.	KDTTC/03/018-019	Supply of Stationery.	Reserved
4.	KDTTC/04/018-019	Supply of Computer Cartridges	Reserved
5.	KDTTC/05/018-019	Supply of Text Books	Open
6.	KDTTC/06/018-019	Supply of Maize and Beans	Open
7.	KDTTC/07/018-019	Supply of Games Equipment and Students' Track Suits	Open
8.	KDTTC/08/018-019	Supply of staff uniform, 2 Bundles	Reserved
9.	KDTTC/09/018-019	Supply of Sugar	Open
10.	KDTTC/10/018-019	Supply of Rice	Open
11.	KDTTC/11/018-019	Supply of Boarding Items	Open
12.	KDTTC/12/018-019	Supply of Hardware Items	Open
13.	KDTTC/13/018-019	Supply of Electrical Items	Open
14.	KDTTC/14/018-019	Supply of Disinfectant and detergents	Reserved
15.	KDTTC/15/018-019	Supply of Fresh Bread	Open
16.	KDTTC/16/018-019	Supply of Firewood	Open
17.	KDTTC/17/018-019	Supply and repair of kitchen Equipment	Open
18.	KDTTC/18/018-019	Supply of Fresh vegetables	Reserved
19.	KDTTC/19/018-019	Supply of Fresh fruits	Reserved
20.	KDTTC/20/018-019	Supply of Fresh Milk	Open
21.	KDTTC/21/018-019	Supply of branded Computers, laptops and related machines	Open
22.	KDTTC/22/018-019	Supply of Chicken and Eggs	Reserved
23.	KDTTC/23/018-019	Supply of Motor Fuel & Lubricants.	Open
Category B- Services			
24.	KDTTC/24/018-019	Provision of Printing Works	Reserved
25.	KDTTC/25/018-019	Maintenance of fire Fighting Equipment	Open
26.	KDTTC/26/018-019	Provision of Toilet emptying Services	Reserved
27.	KDTTC/27/018-019	Provision of fumigation services	Preferred
28.	KDTTC/28/018-019	Repair and Service of Computers, Printers, & Photocopying Machines 2 slots.	Preferred
29.	KDTTC/29/018-019	Repair , Maintenance of College Vehicles and	Open

		supply of tyres.	
30.	KDTTC/30/018-019	Provision of Sanitary Units	Reserved
31.	KDTTC/31/018-019	Repair of Furniture, houses& Related Services	Open

Note

Reserved means only Women, youth and persons with disability registered by the National Treasury are eligible to apply. Preferred means women, youth and Persons with Disability registered by the National Treasury will be given priority during evaluation. Open means any Bidder may apply.

Each set of tender document may be downloaded from the college website; kibabii.ac.ke by interested bidders free of charge. Bidders who choose to download MUST register with the Procurement Office or notify us using the email; kibabiidttc@yahoo.com giving the following details; name of tender, name of tendering firm, address, telephone & email us before the closing date. Completed Tender Documents enclosed in a plain sealed envelope bearing Tender number should be addressed and send to the undersigned or deposited in a Tender Box outside the Entrance of the Administration Office at Tuuti Campus so as to reach us not later than **15th June, 2018 at 10.00 am.** Opening shall be done immediately after closing in the presence of Bidders or their Representatives, if they wish to, at ST. PAUL'S KIBABII DIPLOMA TEACHERS' TRAINING COLLEGE ASSEMBLY HALL - TUUTI CAMPUS.

**The Principal,
St. Paul's Kibabii Diploma Teachers Training College,
P.O Box 931-50200,
Bungoma.**

Introduction

- 1.1 This Tender Document has been prepared for use by interested Tenderers for St. Paul's Kibabii Diploma Teachers' Training College.
- 1.2 The following general directions should be observed when using the document.
 - a) Specific details should be furnished in the Invitation of 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 - INSTRUCTIONS TO TENDERERS

1.1 Eligible Tenderers

- 1.1.1 This Invitation for tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Sectionvi.
- 1.1.2 The procuring entity’s employees, committee members, Board members and their relative (spouse and children) are not eligible to participate in the tender.
- 1.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not 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 preparationof the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 1.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

1.2.0 Eligible Goods

- 1.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 1.2.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.2.3 The origin of goods is distinct from the nationality of the tenderer.

1.3.0 Cost of Tendering.

- 1.3.1 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.

1.3.2 Bidders may access and download the tender document from the college's website; kibabii.ac.ke free of charge .Bidders who choose to download MUST register with the procurement office or notify us using the email kibabiidttc@yahoo.com. giving details; Name of tender, name of tendering firm, address, telephone numbers and email us before the closing date.

1.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

1.4.0 **The Tender Document.**

1.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenders;

- i. Invitation to tender
- ii. Instruction to tenderers
- iii. General Conditions of Contract
- iv. Special Conditions of Contract
- v. Schedule of requirements
- vi. Technical Specifications
- vii. Tender Form and price Schedules
- viii. Contract Form
- ix. Performance Security Form
- x. Confidential Business Questionnaire

1.4.2 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.

1.5.0 **Clarification of Documents**

1.5.1 A prospective tenderer requiring any clarification of the tender document may notify the procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents which it receives not 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 that have received the tender document.

1.5.2 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.

1.6.0 Amendment of Documents

1.6.1 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 amendment.

1.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

1.6.3 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.

1.7.0 Language of Tender

1.7.1 The tender prepared by the tenderers, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that 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.

1.8.0 Documents Comprising of Tender

1.8.1 The tender prepared by the tenderers shall comprise the following components

- a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below

- b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- c) documentary evidence established in accordance with paragraph 2.2 the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and

1.8.2 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

1.9.0 Tender Prices

1.9.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract.

1.9.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

1.9.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

1.9.4 Validity period of the tender shall be 90 days from the date of opening of the tender.

1.10. Tender Currencies

1.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenders.

1.10.2 Tenderers Eligibility and Qualifications

1.10.3 Pursuant to paragraph 2.1. The tenderers 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.

1.10.4 The documentary evidence of tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the

time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

1.10.5 The documentary evidence of the tenderers qualification to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

(a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.

(b) that, the tenderer has the financial, technical, and production capability necessary to perform the contract;

I that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

1.11.0Tender Security

1.11.1 The tenderer shall furnish as part of its tender, a tender security for the amount and form specified in the invitation to tender.

1.11.2 The tender security shall be in the amount not exceeding 2% of the tender price.

1.11.3 The tender security is required to protect the procuring entity against the risk of Tenderers conduct which would warrant the security's forfeiture.

1.11.4 The tender security shall be denominated in a Kenya shillings or another freely convertible currency and shall be in the form of:

(a) A bank guarantee

(b) Cash

Such insurance guarantee approved by authority.

(d) Letter of credit.

1.11.5 Any tender not secured would be rejected by the procuring entity as a non responsive.

1.11.6 Unsuccessful tenders security will be discharged or returned as promptly as possible but not later thirty (30) days after the expiration of the period of tender validity prescribed by the procurement entity.

1.11.7 The successful tenderers tender security will be discharged upon the tenderer signing the contract and furnishing the performance security.

1.11.8. The tender security may be forfeited:

(a) If a tender withdraws its tender during the period of tender validity Specified by procuring entity on the tender form: or

(b) In the case of a successful tenderer, if the tender fails:

(i) to sign the contract.

(ii) to furnish performance security.

(c) If the tenderer rejects, correction of an error in the tender.

1.12.0. Goods/Services Eligibility and Conformity to Tender Documents

1.12.1. The tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods/services which the tenderer proposes to supply under the contract.

1.12.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

1.12.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

(a) a detailed description of the essential technical and performance characteristic of the goods.

- (b) a list giving particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the good for a period of two (2) years, the following commencement of the use of the goods by the Procuring entity; and
 - I a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 1.13.4 For purposes of the documentary evidence to be furnished, the tenderer shall note that standards for workmanship, material and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
- 1.13.5 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 forfeited, if there is discrepancy between words and figures the amount in words will prevail.
- 1.13.6 The procuring entity may waive any minor infirmity or non-conformity 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.
- 1.13.7 A 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 confirms to all terms and conditions of the tender documents without material

deviations. The procurement entity's determinations of a tender's responsiveness is to be based on contents of the tender itself without recourse or extrinsic evidence.

- 1.13.8 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 non conformity.

1.14 Validity of Tenders

- 1.14.1 Tenders shall remain valid 90 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.

- 1.14.2 In exceptional circumstances, the Procuring entity may solicit the Tender'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 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.

1.15 Modification and Withdrawal of Tenders

- 1.15.1 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 tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.

- 1.15.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

- 1.15.3 No tender may be modified after the deadline for submission of tenders.

- 1.15.4 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.

- 1.15.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 1.15.6 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.

1.16.0 Opening of Tenders

- 1.16.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **10.00am** on **15thJune, 2018** in the Assembly HallTuti campus.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

- 1.16.2 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.
- 1.16.3 The Procuring entity will prepare minutes of the tender opening.

2.20.0 Clarification of Tenders

- 1.20.1 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 of the tender shall be sought, offered, or permitted.
- 1.20.2 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 tenderers' tender.

1.21.0 **Preliminary Examination and responsiveness**

1.21.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the tenders are generally in order.

1.21.2 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 quantify, 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 forfeited, if there is discrepancy between words and figures the amount in word will prevail.

1.21.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

1.21.4 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.

1.21.5 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 non conformity.

1.22.0 **Conversion to Single Currency**

1.22.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

1.23.0 **Evaluation and Comparison of Tenders**

1.23.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive.

1.23.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

1.23.3 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.

1.24.0 **Preference.**

1.24.1 Preference where allowed in the evaluation of tenders shall not exceed 15%.

1.25.0 **Contacting the Procuring entity**

1.25.1 No tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

1.25.2 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.

1.26 **Award of Contract**

(a) **Post-qualification**

1.26.1 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.

1.26.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, as well as such other information as the Procuring entity deems necessary and appropriate.

- 1.26.3. 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

- 1.26.4 The Procuring entity will award the contract to the successful tenderer (s) 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.

Procuring Entity's Right to vary quantities

- 1.26.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

(d)Procuring entity's Right to Accept or Reject Any or All Tenders

- 1.26.6 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 tenderers of the grounds for the Procuring entity's action.

1.27.0 Notification of Award

- 1.27.1 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.

- 1.27.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties.

1.27.3 Upon the successful Tenderer's furnishing of the performance security, the Procuring entity will promptly notify each unsuccessful Tenderer.

1.28.0 **Signing of Contract**

1.28.1 As the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

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

1.28.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

1.29.0 **Corrupt or Fraudulent Practices**

1.29.1 The Procuring entity requires that tenderers observe the highest standards of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

(i) "corrupt practice" means the offering, giving, receive, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open completion;

1.29.2 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.

- 1.29.3 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 Tenderers

Notes on the Appendix to the Instruction to Tenderers.

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information relation to the corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the goods to be procured and the tender evaluation criteria that will apply to the tenders.
3. In preparation the Appendix the following aspects should be taken into consideration;
 - (a) The information that specifies and complements provisions of Section II to be incorporated.
 - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated.
4. Section II should remain unchanged and can only be amended through the Appendix.
5. Clauses to be included in this part must be consisted with the public procurement law and the regulations.

Mandatory Requirements (MR)

The following requirements must be met by the tenderer

No	Requirements	Responsive or Not responsive
MR1	Must submit a copy of Business certificate (Where applicable).	
MR2	Must submit a copy of Valid Tax	

	Compliance certificate.	
MR3	Must fill the price schedule in the format provided.	
MR4	Must submit a copy of certificate of incorporation (where applicable)	
MR5	Must fill the form of tender in the format provided.	
MR6	Must submit a Tender Security in the format provided (NOT REQUIRED FOR THIS TENDER).	
MR7	Must submit a duly filled up confidential business questionnaire in format provided.	
MR8	Must submit Pin certificate	
MR9	Must submit identification card/ Kenyan passport (where applicable)	
MR10	Other related documents to the tender	

SECTION II: GENERAL CONDITIONS OF CONTRACT

2.0 Definitions

2.1.1 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 payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means all of the equipment, machinery, and /or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.

- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

2.2.0 Application

- 2.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

2.3.0 Country of Origin

- 2.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.
- 2.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

2.4.0 Standards

- 2.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

2.5.0 Use of Contract Documents and Information

- 2.5.1 The tenderer shall not, without the Procuring entity’s prior written consent disclose the Contract, or any prior provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 2.5.2 The tenderer shall not, without the procuring entity’s prior written consent, make use of any document.
- 2.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all Copies) to the Procuring entity on completion of the Tenderer’s performance under the Contract if so required by the procuring entity.

2.6.0 **Patent Rights**

2.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country.

2.7.0 **Inspection and Tests**

2.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods 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.

2.7.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractors (s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractors (s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the inspectors at no charge to the Procuring entity.

2.7.3 Should any inspected to tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specifications requirements free of costs to Procurement entity.

2.7.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

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

2.8 **Packing**

2.8.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract.

2.8.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be express provided for in the contract.

2.9.0 **Delivery and Documents**

2.9.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirement and the Special Conditions of Contract.

2.10.0 **Insurance**

2.10.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation storage, and delivery in the manner specified in the Special conditions of contract.

2.11.0 **Payment**

2.11.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract.

2.11.2 Payments shall be made promptly by the procurement entity as specified in the contract.

2.12.0 **Prices**

2.12.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, Vary from the prices by the tenderer in its tender.

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

2.12.3 Where contract price variation is allowed, the variation shall not exceed 15% of the contract price.

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

2.13.0 **Assignment**

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

2.14.0 **Subcontracts**

2.14.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract.

2.14.2 **Termination for default**

2.14.3 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 deliver any or all of the goods 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.

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

2.15. 0 **Liquidated Damages**

2.15.1. If the tenderer fails to deliver any or all of the goods within the period (s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

2.16.0 **Resolution of Disputes**

2.16.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract.

2.16.2 If, after thirty(30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in agreed national or international forum, and/or international forum, and/or international arbitration.

2.16.3 **Language and law**

2.16.4 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

SECTION III: SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

3.0 The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General conditions of Contract.

3.1 The provisions of Section IV complement the General Conditions of Contract include in section III, specifying contractual requirements

linked to the special circumstances of the procuring entity and the goods being procured. In preparation Section IV, the following aspects should be taken into consideration.

- a) Information that complement provisions of Section III must be incorporated and
- b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

SECTION IV: TECHNICAL SPECIFICATIONS

4.0 General

- 4.1.1 These specifications describe the requirement for goods. Tenderers are requested to submit with their offers the detailed specifications, drawing, catalogues, etc for the products they intend to supply.
- 4.1.2 Tenderer must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 4.1.3 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. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 4.1.4 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.

5.0 PRICE SCHEDULE FOR GOODS AND SERVICES

The price schedule page of interest to be downloaded and inserted on this page

SECTION VI STANDARD FORMS

6.0 Notes on the Sample 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 signed authorized representatives of the tenderer.

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 receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (.....
(insert equipment description) 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 deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.
- 3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of 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. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.
- 6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this.....day of.....20.....

.....

(signature)

.....

(in the capacity of)

Duly authorized to sign tender for an on behalf of

6.1.1 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in part 1 and either Part 2 (a), 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.

<i>Part 1- General:</i>	
Business Name.....	
Location of business premises.....	
Plot No.....Street/Road.....	
Postal Address.....	
TelNo.....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 fullAge..... Nationality.....Country of origin.....Citizenship details.....																				
	Part 2 (b) Partnership Give 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.																					
DateSignature of Candidate.....																					

If a Kenya Citizen, indicate under “Citizenship Details “whether by Birth, Naturalization or registration.

TENDER QUESTIONNAIRE

Please fill in block letters

1. Full name of the tenderer.....
 Full address of the tenderer to which tender correspondence is to be send
 (unless agent has appointed below).

2. Telephone number of tenderer (s)

3. Name of tenderers’ representative to be conducted on matters of the tender
 during the tender period.....
 Tel:.....
4. Details of tenderers ’ or nominated agent (if any) to receive tender notices. This
 is essential if the tenderer does not have his registered address in Kenya
 (name,address,telephone)

.....
 SIGNATURE OF TENDERER.

7.0 LIST OF CLIENTS

Indicate the details of companies in the private /public sector where you have undertaken / are undertaking services of similar nature.(4 clients)

No.	Contact Information	Details
1	Name of Company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract amount(Ksh./month)	
2	Name of Company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract amount (Ksh./month)	
3	Name of Company	
	Name of contact person	
	Designation	

	Telephone number	
	e-mail address	
	Contract amount (Ksh./month)	
4	Name of Company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract amount (Ksh./month)	
5	Name of Company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract amount (Ksh./month)	

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

8.0 CONTRACT FORM

THIS AGREEMENT made theday of20.....
 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 goods) and has accepted a tender by the tenderer for the supply of those goods in the sum of
(Contract price in words and figures) (Hereinafter called “the Contract Price).

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 tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in all respects with the provisions of the Contract.
 4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods 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 bythe(for the Procuring entity)

Signed, sealed, delivered bythe(for the tenderer in the presence of

(Amend accordingly if provided by Insurance Company)

9.0 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.

10.0. EVALUATION AND COMPARISON APPLICATIONS

10.1 The college will only evaluate and compare the applications that have been determined to be substantially responsive.

10.2 The college evaluation of an application will take into account in addition to the information required on the documents of the following;

(a) Trade terms (credit facilities and warranty)

Previous supplier's performance and recommendation by other clients.

Valid trade license/certificates and prove of payment of government taxes promptly.

10.3 The Evaluation criteria and weighting to be used will be as shown in table below.

No	Item description	Weighting (points)
1.	Applicants' questionnaire form Completely filled.....5 Partially filled..... 3 Not filled 0	5
2.	Confidential Business Questionnaire Completely filled.....5 Partially filled.....3 Not filled 0	5
3.	Reference from atleast 4 clients (Evidenced by letter and proof of doing business with them) 4 clients10 3clients.....8 2 clients 5 1 client3	10
4.	Tax compliance Certificate.....	10
5.	Trading Licence / certificate /ID/ Passport.....	10
6.	Pin Certificate.....5	5
7.	Lead Times Less than a week7 Over a week..... 2	7
8.	Physical Address5	5
9.	Postal Address.....5	5
10.	Sanctity of the document (document presentation)	

	Having the document intact5 Having Mutilated or modified.....0	5
11.	Terms of trade (tick where appropriate) cash or less than 60 days4 Credit of 60 days plus.....8	8
12.	Name of contact Person and telephone Nos...5	5
13.	Financial Criteria Current Bank statement(6months)6 Credit letter from bank6 Non of the above0	6
14.	Pricing No Deviation5 Slight Deviation7 Too much Deviation3	7
15.	Training / Seminar / workshop related to your field / Business(attach evidence - current With Reference 7 Without reference0	7
	Total 100	100