

TENDER DOCUMENT

FOR

SUPPLY OF FURNANCE OIL CST 125

TENDER NO. KUC/10/2018/2019

APRIL, 2018

KENYA UTALII COLLEGE, NAIROBI

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KENYA UTALII COLLEGE, NAIROBI

KENYA UTALII COLLEGE TENDER ADVERTISEMENT

ANNUAL TENDERS FOR GOODS, SERVICES AND WORKS FOR FINANCIAL 2018/2019

Kenya Utalii College invites interested, competent and eligible bidders to tender and or Register for Supply of goods, services and works for period **2018/2019**

| S/N O | TENDER NO | DESCRIPTION OF GOODS/SERVICES | BID BOND | SPECIAL CONDITION OF CONTRACT | REMARKS |
|------------------|------------------|---|---------------------|---|-------------------------|
| | TENDERS | GOODS | | | |
| 1 | KUC/01/2018/2019 | Poultry and Poultry Products | 30,000 | | OPEN |
| 2 | KUC/02/2018/2019 | Pork and Pork Products | 30,000 | | OPEN |
| 3 | KUC/03/2018/2019 | Beef and Beef Products | 30,000 | | OPEN |
| 4 | KUC/04/2018/2019 | Fresh Water Fish and Seafood | 30,000 | | OPEN |
| 5 | KUC/05/2018/2019 | Milk and Milk Products | 30,000 | | OPEN |
| 6 | KUC/06/2018/2019 | Fresh Fruits and Vegetables | 30,000 | | OPEN |
| 7 | KUC/07/2018/2019 | Drugs and Pharmaceuticals Products | 30,000 | | OPEN |
| 8 | KUC/08/2018/2019 | Supply of Dry Foods and General Provisions | 30,000 | | OPEN |
| 9 | KUC/09/2018/2019 | Supply of Detergents | NIL | | WOMEN |
| 10 | KUC/10/2018/2019 | Supply of Furnace oil CST 125 | 100,000 | Valid Registration License with ERC (Energy Regulatory Authority) | OPEN |
| 11 | KUC/11/2018/2019 | Supply of Airtime and Calling Cards Persons | NIL | | PERSONS WITH DISABILITY |

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|----|-------------------------|--|---------|--|--------------|
| | | | | | |
| | | SERVICES | | | |
| 12 | KUC/12/2018/2019 | Security Services | 200,000 | | OPEN |
| 13 | KUC/13/2018/2019 | Professional Insurance Underwriter Services | 100,000 | | UNDERWRITERS |
| 14 | KUC/14/2018/2019 | Managed Printing Services | 100,000 | | OPEN |
| 15 | KUC/15/2018/2019 | Provision of Internet, Offsite Backup, Email Server Management, WIFI and Management Services | 150,000 | | OPEN |
| 16 | KUC/16/2017/2018 | Request for proposal for upgrade of Navision System from 2009 R2 to version 2017 or latest version | 200,000 | | OPEN |
| 17 | KUC/17/2018/2019 | Supply, Install & Commission Biometric Time Attendance Access Control system | 100,000 | | OPEN |
| 18 | KUC/18/2018/2019 | Supply, Install and Commission Library management and Security system | 100,000 | | OPEN |
| 19 | KUC/19/2018/2019 | Request for Proposal for Telephone System Survey and Upgrade Proposal to Modern IP Phones | 100,000 | | YOUTH |
| | PREQUALIFICATION | | | | |
| 20 | KUC/20/2018/2019 | Pre-qualification of suppliers for provision of Building/Works Consultancy | NIL | Valid membership of accredited Professional Body | OPEN |
| 21 | KUC/21/2018/2019 | Supplier for Building Contractor | NIL | Valid classification and approval by the National Construction Authority (NCA 2 and above) | OPEN |

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| | | | | | |
|----|---|--|-----|--|-------|
| | Reserved Tenders for Special Category - Goods | | | | |
| 22 | KUC/22/2018/2019 | Toner, Printer Cartridge and Flash disk | NIL | | YOUTH |
| 23 | KUC/23/2018/2019 | Supply and Delivery of Stationery | NIL | | YOUTH |
| | Reserved Tenders for Special Category - Services | | | | |
| 24 | KUC/24/2018/2019 | Gardening Services | NIL | | YOUTH |
| 25 | KUC/25/2018/2019 | Garbage Collection Services | NIL | | YOUTH |
| 26 | KUC/26/2018/2019 | Sanitary Disposal Services | NIL | | WOMEN |
| 27 | KUC/27/2018/2019 | Provision of Cleaning Services | NIL | | YOUTH |
| 28 | KUC/28/2018/2019 | Preventive Maintenance Service and repair of Computers, Printers, Network Points, Photocopiers and other Office Equipment | NIL | | YOUTH |
| | REGISTRATION | | | | |
| 29 | KUC/29/2018/2019 | Suppliers for Provision of Linen. | NIL | | YOUTH |
| 30 | KUC/30/2018/2019 | Suppliers for Provision of design & Printing of branded promotional materials & signage services e.g. banners, T-shirt and brochures | NIL | | WOMEN |
| 31 | KUC/31/2018/2019 | Suppliers for Supply and Delivery of computer, Photocopier, LCD Projectors and Accessories | NIL | | YOUTH |
| 32 | KUC/32/2018/2019 | Suppliers for Provision of Wines & Spirit | NIL | | YOUTH |
| 33 | KUC/33/2018/2019 | Suppliers for Provision of Audio Visual, ceremonial lighting and other related equipment's on hire. | NIL | | YOUTH |
| 34 | KUC/34/2018/2019 | Suppliers for provision of tents, chairs (all on hire) and other related party accessories. | NIL | | WOMEN |

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|----|------------------|--|-----|---|-------------------------|
| 35 | KUC/35/2018/2019 | Suppliers for Provision of Crockery, Cutlery, & Glassware & Kitchen Tools | NIL | | OPEN |
| 36 | KUC/36/2018/2019 | Suppliers for Provision of Fresh Flowers | NIL | | WOMEN |
| 37 | KUC/37/2018/2019 | Suppliers for Provision of Hardware items | NIL | | YOUTH |
| 38 | KUC/38/2018/2019 | Suppliers for Provision of Electrical Items | NIL | | WOMEN |
| 39 | KUC/39/2018/2019 | Suppliers for Provision of Office Furniture | NIL | | PERSONS WITH DISABILITY |
| 40 | KUC/40/2018/2019 | Supplier for Supply Bulk LPG(Gas) | NIL | A proof of registration with Energy Commission of Kenya | OPEN |
| 41 | KUC/41/2018/2019 | Suppliers for Provision of Kitchen Equipment Heavy duty | NIL | Proof of dealership/Manufacturers' authorization | OPEN |
| 42 | KUC/42/2018/2019 | Provision of Air Ticketing and Related Services | NIL | (IATA)registered firms only | OPEN |
| 43 | KUC/43/2018/2019 | Supplier for Boiler services & Maintenance | NIL | | OPEN |
| 44 | KUC/44/2018/2019 | Suppliers for Supply of Games, Sport item and Equipment | NIL | Proof of dealership/Manufacture authorization | OPEN |
| 45 | KUC/45/2018/2019 | Suppliers for Training First Aid | NIL | | OPEN |
| 46 | KUC/46/2018/2019 | Suppliers for Supply of college Books | NIL | | OPEN |
| 47 | KUC/47/2018/2019 | Suppliers for supply of computer software's, Network switches, firewall appliances, routers, antivirus & firewall licenses, structured cabling, DR/Data centre solution, UPS and virtualization. | NIL | Proof of dealership/m manufacturer authorization | youth |
| 48 | KUC/48/2018/2019 | Suppliers for Motor Vehicle Repairs and Maintenance Services (Garages) | NIL | | OPEN |
| 49 | KUC/49/2018/2019 | Suppliers for provision of legal services. | NIL | Valid practicing | OPEN |

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|----|------------------|---|-----|---|-------|
| | | | | certificate of Professional Body (LSK) | |
| 50 | KUC/50/2018/2019 | Suppliers for Provision of Medical Consultancy Services | NIL | Valid membership of Professional Body. Indicate consultancy fee per visit | OPEN |
| 51 | KUC/51/2018/2019 | Suppliers for provision of fumigation & Pest Control Services. | NIL | Approval by the Directorate of Occupational Safety & Health Services | YOUTH |
| 52 | KUC/52/2018/2019 | Suppliers for Repairs, Maintenance and Service of laundry machines and Equipment. | NIL | | OPEN |
| 53 | KUC/53/2018/2019 | Suppliers for servicing firefighting equipment and related items | NIL | | YOUTH |
| 54 | KUC/54/2018/2019 | Suppliers for cleaning and extraction of kitchen hoods | NIL | | OPEN |
| 55 | KUC/55/2018/2019 | Suppliers of Vehicle tyres, batteries and spare parts | NIL | | OPEN |
| 56 | KUC/56/2018/2019 | Suppliers of Human Resources Training and consultancy services | NIL | As per requirements on Form IV (attach relevant CVs & Certificates) | OPEN |
| 57 | KUC/57/2018/2019 | Suppliers for Auctioneer services | NIL | | OPEN |
| 58 | KUC/58/2018/2019 | Suppliers for servicing and Maintenance of air conditioners | NIL | | OPEN |
| 59 | KUC/59/2018/2019 | Suppliers for Maintenance and servicing of CCTVs. | NIL | | OPEN |
| 60 | KUC/60/2018/2019 | Suppliers for Hiring of Ambulance Services. | NIL | | OPEN |
| 61 | KUC/61/2018/2019 | Suppliers for service and Maintenance of Kitchen Equipment's. | NIL | | OPEN |
| 62 | KUC/62/2018/2019 | Suppliers for PABX and Telephone line | NIL | | OPEN |

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|----|------------------|---|-----|-----------------|-------|
| | | maintenance | | | |
| 63 | KUC/63/2018/2019 | Supplier for Small works | NIL | NCA 6 and above | open |
| 64 | KUC/64/2018/2019 | Supplier for service and maintenance of Borehole | NIL | | Open |
| 65 | KUC/65/2018/2019 | Supplier for Provision of Hotel Conference facility (Nairobi, Kisumu, Nakuru, Mombasa, Eldoret, Naivasha) | NIL | | OPEN |
| 66 | KUC/66/2018-2019 | Supplies for maintenance of Weighing Scales | NIL | | OPEN |
| 67 | KUC/67/2018-2019 | Supplies of Mineral Water | NIL | | OPEN |
| 68 | KUC/68/2018-2019 | Suppliers of Refrigeration equipment & Cold Room Spares | NIL | | YOUTH |

Details of these tenders can be accessed through link supplier.treasury.go.ke or KUC Website www.otalii.ac.ke

Downloaded documents **must** be registered with purchasing department Kenya Utalii College before the closing date on **Monday 7th May, 2018**.

Completed Tender documents in plain sealed envelopes clearly indicating the tender number and name as indicated in the list should be addressed to: -

**THE PRINCIPAL & CHIEF EXECUTIVE OFFICER
KENYA UTALII COLLEGE
P O BOX 31052 – 00600 NGARA
NAIROBI**

And should be placed in the Tender Box at the College Reception, not later than **10:00 a.m.** on the closing date **Monday 7th May, 2018**. The tenders will be opened on the same day at **10:15 a.m.** at the College's **Madaraka Hall** in the presence of tenderers/representatives who may wish to attend.

Canvassing will lead to automatic disqualification. Report corruption issues to: reportcorruption@otalii.co.ke

THE PUBLIC IS ADVISED TO DISREGARD ANNUAL TENDER ADVERT FOR KENYA UTALII COLLEGE THAT APPEARED IN “MY GOV” NEWSPAPER ON 17TH APRIL,2018.

**PRINCIPAL & CHIEF EXECUTIVE OFFICER
KENYA UTALII COLLEGE**

ISO 9001:2008
Certified



KENYA UTALII COLLEGE, NAIROBI

Section A. Introduction

- 1.1 This Standard Tender document has been prepared for use by Central Government, Local Authorities, State Corporations and other Public Institutions in Kenya in the procurement of goods.
- 1.2 The following general directions should be observed when using the document.
- (a) Specific details such as the “name of the Procuring Entity” and address for tender submission”, should be furnished in the Invitation for Tenders, and in the Special Conditions of Contract. The final document should contain neither blank spaces nor options.
 - (b) Amendments, if any, to the Instructions to Tenders and to the General Conditions of Contract should be made through the Special conditions of Contract, respectively.
- 1.3 Information contained in the invitation for tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether to participate and shall indicate any important tender requirements and shall be issued as:-
- (a) an advertisement in at least three national newspapers of wide circulation;
 - (b) a letter of invitation addressed to interested tenders who, following the advertisement have expressed interest in tendering for the goods for which the invitation is issued.

CHECKLIST FOR BASIC REQUIREMENTS

A. PRELIMINARY EVALUATION

| NO. | ITEM DESCRIPTION | REMARKS |
|------------|---------------------------------------|-------------------|
| 1. | Bid Bond (Original) | 100,000.00 |
| 2. | Serialization of your Tender Document | |

NOTE

1. Insert bid bond between 1st and 3rd page of the Tender Document.

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B. ATTACHMENTS REQUIRED

| | |
|--|--|
| <p>Preliminary</p> <ol style="list-style-type: none">1. Certificate of Registration/Incorporation2. Tax compliance certificate3. Valid Trading Licence4. Valid Registration License with ERC (Energy Regulatory Authority).5. Attach CR-12 form | |
| <p>Section F2</p> <ol style="list-style-type: none">1. Evidence of business related to tender Copies of LPOs/Contracts | |

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Section B. Invitation for Tenders

Date _____

To: _____ (name of tenderer)
_____ /address

Dear Sir/Madam,

Reference: _____
[Tender name & number]

We hereby invite you and other prequalified tenders to submit sealed tenders for the execution and completion of the above tender.

You may purchase a complete set of Tender document

From _____
[Mailing address, facsimile, e-mail numbers]

Upon payment of non-refundable fee of Kshs. _____

All Tenders must be accompanied by a security in the form and amount specified in the tender document, and must be delivered to

[Address and physical location]

At or before _____ [time and date], Tenders will be opened immediately thereafter, in the presence of tenderers' representatives who choose to attend.

Please confirm receipt of this letter immediately in writing or by facsimile/telex.

Yours faithfully,

KENYA UTALII COLLEGE, NAIROBI

Section C. General Information

Introduction

1. Eligible Tenders

- 1.1 This invitation for Tenders is open to all tenderers eligible as described in the tender documents. Successful tenderers shall complete the supply of goods by the intended completion date specified in the tender documents.
- 1.2 Tenderers shall provide the qualification information statement that the tenderer (including all members of 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 goods under this invitation for tenders.
- 1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2. Eligible Goods

- 2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2 For purposes of this clause, “origin” means the place where the goods are mined, grown or produced. Goods are 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.
- 2.3 The origin of goods is distinct from the nationality of the tenderer.

3. Cost of Tendering

- 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.

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The Tender Document

4. Contents

- 4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders.

Invitation for Tenders
General information
General Conditions of Contract
Special Conditions of Contract
Schedule of Requirements
Technical Specifications
Tender Form and Price Schedules
Tender Security Form
Contract Form
Performance Security Form
Bank Guarantee for Advance Payment Form

- 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.

5. Clarification of Documents

- 5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by cable (hereinafter, the term cable is deemed to include telex and facsimile) 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 tenderer that have received the tender document.

6. Amendment of Documents

- 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 prospective tenders, may modify the tender documents by amendment.
- 6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by cable and will be binding on them.

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- 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.

Preparation of Tenders

7. Language of Tender

- 7.1 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, provided that any printed literature furnished by the tenderers 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.

8. Documents Comprising the Tender

- 8.1 The tender prepared by the tenderer shall comprise the following components:
- (a) Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below;
 - (b) Documentary evidence established in accordance with paragraph 12 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 13 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
 - (d) Tender security furnished in accordance with paragraph 14.

9. Tender Form

- 9.1 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.

10. Tender Prices

- 10.1 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.

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10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:-

- (i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable) including all customs duties and sales and other taxes already paid or payable;
- (ii) charges for inland transportation insurance and other local costs incidental to delivery of the goods to their final destination; and

10.3 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, pursuant to paragraph 22.

11. Tender Currencies

11.1 Prices shall be quoted in the following currencies:

- (a) For goods that the tenders will supply from within Kenya, the prices shall be quoted in Kenya shillings; and
- (b) For goods that the tenderer will supply from outside Kenya, the prices shall be quoted in US dollars or in another freely convertible currency.

12. Tenderers Eligibility and Qualifications

12.1 Pursuant to paragraph 1 of section III, 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.

12.2 The documentary evidence of the tenderer 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 1 of section III.

12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish 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 procure, 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.

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- (c) That, in the case of 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.

13. Goods Eligibility and conformity to Tender Document

- 13.1 Pursuant paragraph 2 of this section the tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract.
- 13.2 The documentary evidence of the eligibility of the goods shall consist of 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.
- 13.3 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 characteristics of the goods;
 - (b) A list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
 - (c) A clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or statement of deviations and exceptions to the provisions of the Technical Specifications.
- 13.4 For purposes of the commentary to be furnished pursuant to paragraph 13.3(c) above, 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 equivalent to those designated in the Technical Specifications.

14. Tender Security

- 14.1 The tenderer shall furnish, as part of its tender, a tender security as indicated in the invitation for tender.

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- 14.2 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 14.7
- 14.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad or any of the approved insurance firms by Public Procurement Oversight Authority (PPOA) in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.
- 14.4 Any tender not secured in accordance with paragraph 14.1 and 14.3 will be rejected by the Procuring entity as non-responsible, pursuant to paragraph 22.
- 14.5 Unsuccessful Tenderer's tender 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.
- 14.6 The successful Tenderers' tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 30, and furnishing the performance security, pursuant to paragraph 31.
- 14.7 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) To sign the contract in accordance with paragraph 30 or
 - (ii) To furnish performance security in accordance with paragraph 31.

15. Validity of Tenders

- 15.1 Tenders shall remain valid for 120 days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 15.2 In exception 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 14 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.

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16. Format and Signing of Tender

16.1 The Procuring entity shall prepare one original tender document.

16.2 The original tender document 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. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

16.3 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.

Submission of Tenders

17. Sealing and Marking of Tenders

17.1 The Tenderer shall seal the original in an envelope, duly marking the envelope as "ORIGINAL". The envelope shall then be sealed in an outer envelope.

17.2 The outer envelope shall:

- (a) **be addressed to the Procuring entity at the following address:
The Principal & CEO , Kenya Utalii College, P.O. Box 31052 – 00600,
Nairobi**

17.3 The inner envelope shall indicate the name and address of the tenderer to enable the tender to be returned unopened incase it is declared 'late'.

17.4 If both the outer and inner envelopes are not sealed and marked as required by paragraphs 17.2 and 17.3, the Procuring entity will assume no responsibility for the tenders misplacement or premature opening.

18. Deadline for Submission of Tenders

18.1 Tenders must be received by the procuring entity at the address specified under paragraph 17.2

18.2 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.

19. Modifications and Withdrawal of Tenders

- 19.1 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.
- 19.2 The tenders modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provision of paragraph 17. 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.
- 19.3 No tender may be modified after the deadline for submission of tenders.
- 19.4 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 tenderers forfeiture of its tender's security, pursuant to paragraph 14.7

OPENING AND EVALUATION OF TENDERS

20. Opening of Tenders

- 20.1 The procuring entity will open all tenders in the presence of tenderers representatives who choose to attend and in the following location: Madaraka Hall, Kenya Utalii College.

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

- 20.2 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.
- 20.3 The procuring entity will prepare minutes of the tender opening.

21. Clarification of Tenders

- 21.1 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 substances of the tender shall be sought, offered, or permitted.
- 21.2 Any effort by the tenderer to influence the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

22. Preliminary Examination

- 22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 22.2 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.
- 22.3 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 affect the relative ranking of any tenderer.
- 22.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 22.5 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.

23. Evaluation and Comparison of Tenders

- 23.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 22.
- 23.2 The Procuring entity's evaluation of a tender will exclude and not take into account:
- (a) In the case of goods manufactured in Kenya or goods of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenders; and
 - (b) Any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

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23.3 The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.

23.4 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 23.5 and in the technical specifications:

- (a) Delivery schedule offered in the tender;
- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;
- (c) The cost of components, mandatory spare parts, and service;
- (d) The availability in Kenya of spare parts and after-sales services for the equipment offered in the tender.

23.5 Pursuant to paragraph 23.4 the following evaluation methods will be applied:

(a) *Delivery schedule*

- (i) The procuring entity requires that the goods under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries 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 of schedule outline in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenders 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.

(c) *Spare parts and after sales service facilities*

Tenderers must offer items with service and spare parts back-up. Documentary evidence and locations of such back-up must be given. Where a tenderer offers items without such back-up in the country, he must give documentary evidence and assurance that he will establish adequate back-up for items supplied.

24. Contracting the Procuring entity

- 24.1 Subject to paragraph 21, no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of tender opening to the time the contract is awarded.
- 24.2 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.

Award of Contract

25. Post-qualification

- 25.1 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.
- 25.2 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, pursuant to paragraph 12.3 as well as such other information as the Procuring entity deems necessary and appropriate.
- 25.3 An affirmative determination will be 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 Tender's capabilities to perform satisfactorily.

26. Award Criteria

- 26.1 Subject to paragraph 10.23 and 28 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 that the tenderer is determined to be qualified to perform the contract satisfactorily.

27. Procuring entity's right to vary quantities

- 27.1 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.

28. Procuring entity's Right to accept or Reject any or All Tenders

28.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action.

29. Notification of Award

29.1 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.

29.2 The notification of award will constitute the formation of the Contract.

29.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 14.

30. Signing of Contract

30.1 At the same time 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.

30.2 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.

31. Performance Security / bond

31.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

31.2 Failure of the successful tenderer to comply with the requirement of paragraph 30 or paragraph 31 shall constitute sufficient grounds for the annulment of the award and to the next lowest evaluated Candidate or call for new tenders.

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32. Corrupt Fraudulent Practices

32.1 The Procuring entity requires that tenders observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, the Procuring entity:-

- (a) defines, for the purposes of this provision, the terms set forth below as follows:-
 - (i) 'corrupt practice' means the offering, giving, receiving 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 competition;
- (b) 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;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.

32.2 Furthermore, tenderers shall be aware of the provision stated in the General Conditions of Contract.

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Section D. General Conditions of Contract

1. Definitions

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 attachment 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 Goods” means all 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. Application

2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for procurement of goods.

3. Country of Origin

3.1 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced.

3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

4. Standards

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

5. Use of contract documents and Information

5.1 The Candidates shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan or 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.

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5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 5.1 above.

5.3 Any document, other than the contract itself, enumerated in paragraph 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.

6. Patent Rights

6.1 The tenderer shall indemnify the Procuring entity against all third-part 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.

7. Performance Security / bond (Not applicable for Special Category)

7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security which shall be 5% of the contract sum. The Performance bond must be submitted to the procuring entity duly signed, sealed and stamped from an approved bank/PPOA approved insurance company.

7.2 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.

7.3 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 bank guarantee or an irrevocable letter of credit issued by reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

7.4 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 obligations under the contract, including any warranty obligations, under the Contract.

8. Inspection and Tests

8.1 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.

8.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. 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.

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- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring entity may reject the Goods, and the tenderer shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 8.4 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 Goods having previously been inspected, tested, and passed by the Procuring entity or its representative prior to the Goods' delivery.
- 8.5 Nothing in paragraph 8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

9. Packing

- 9.1 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.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

10. Delivery and Documents

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

11. Insurance

- 11.1 The Goods supplied under the contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.
- 11.2 Payments shall be made promptly by the Procuring entity as specified in the contract.

12. Payment

- 12.1 The method and conditions of payment to be made to the tenderer under this contract shall be specified in Special Conditions of Contract.
- 12.2 Payments shall be made promptly by the Procuring entity as specified in the contract.

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13. Prices

13.1 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.

14. Assignment

14.1 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.

15. Subcontracts

15.1 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.

16. Termination for Default

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

- (a) If the tenderer fails to delivery 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.

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

17. Liquidated Damages

17.1 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 goods up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

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18. Resolution of Disputes

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

18.2 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 an agreed national or international forum, and/or international arbitration.

19. Language and law

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

20. Force Majeure

20.1 The tenderer 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.

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Section E. Special Conditions of Contract

1. Special conditions of contract shall supplement the General Conditions of contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General conditions of contract.
2. Individual Procuring entities will indicate the special conditions under this section (Where applicable).
3. **Additional Requirements**

Section F. Technical Specifications

GENERAL

1. These specifications describe the basic requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc. for the products they intend to supply.
2. Tenderer must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
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 Manufacturer's Authorization Form

When required by the tender document, this form must be completed and submitted with the tender document. This form will be completed by the manufacturer of the goods where the tender is an agent.

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SECTION F

INSTRUCTIONS TO CANDIDATES

I. INTRODUCTION

Kenya Utalii College will select candidates among those that submit documents in accordance with the method of selection detailed under this section.

The candidates are invited to submit documents required for the assignment applied for. In this selection procedure, the firm that attains the pass mark of 70 points out of 100 points in the Technical Evaluation specified in the criteria will be considered for financial evaluation.

Clarifications

The address for requesting clarification is

The Chief Supplies Officer

Kenya Utalii College

P O Box 31052 – 00600

NAIROBI

Telephone: [020] 8563540 Extension 8452/8524

Mobile: 0722-205891/2, 0733-410005

Direct line: (020) 2608948

Fax: [020]8560514

Email: purchasing@utalii.co.ke

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Technical Specifications

The numbers of points to be given under each of the evaluation criteria are:-

| No. | Item Description | Points |
|------------|-----------------------------------|---------------|
| F1 | Supplier relevance and experience | 40 |
| F2 | Technical Capacity | 30 |
| F3 | Financial Capability | 20 |
| | Site visit | 10 |
| | Total Points | 100 |
| | Pass Mark | 70 |

Any tenderer who scores the pass mark of 70 points and above, out of 100 points will be considered for financial evaluation.

II. CRITERIA FOR EVALUATION TO ALL SUPPLIERS

The Kenya Utalii College Evaluation Committee, as a whole and each of its members individually, shall evaluate the tenders on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and point system as specified in this criteria.

All bidders shall be subjected to preliminary evaluation procedure to determine the responsiveness of each tender to the terms of reference before the selection procedure described below is applied.

III PRELIMINARY EVALUATION CRITERIA

Bidders who are not found to be responsive to the terms of reference will be eliminated at this stage.

The Grounds of elimination of applicants at preliminary stage are listed below:-

1. Failure to submit the tender in the required format and failure to submit all the required documents i.e.
 - bid bond original
2. Failure to authorize the tender by signing and officially stamping the tender document by the Directors in respect of a company or the proprietor in case of a firm or persons appointed by power of attorney.

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3. Failure to submit authorized current price list of items, goods in stock or services being tendered for (as per Section G) schedule of requirements. The price list must be rubber stamped and signed.
4. Failure to complete Business questionnaire as attached
5. Tendering for goods or services which the supplier does NOT ordinarily deal in and has never supplied.
6. If the firm has not renewed legal and statutory documents that are due for renewal at the time the tender is being submitted.

Attach clear copies of the following:

- i. Certificate of incorporation or registration
- ii. Tax compliance certificate
- iii. Current Trade License

7. If the bidder has given false information in the documents that are submitted.
8. Failure to meet the relevant conditions set out in section **E –Special Conditions of Contract.**
9. Failure to provide valid registration Certificate from Energy regulatory Authority

10. **ELIGIBILITY DISCLOSURE**

I Is the firm making this application or any of its directors been debarred or suspended from participating in public procurement by the Public Procurement Regulatory Authority or related public bodies? (If yes provide a proof clearance from Public Procurement Regulatory Authority)

.....
.....

II Have you or your principals been subject of legal proceedings for insolvency, bankruptcy, receivership or your business activities suspended for related

reasons?.....(If yes, you must present legal documentary evidence that you are cleared and your business is now solvent).

III) Do you have a relationship with any Kenya Utalii College employee that would cause conflict of interest?

.....

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| |
|---|
| <p>I.....declare, for and on behalf of..... (company/firm) that all the information furnished to Kenya Utalii College in connection with this Tender is true and accurate in all material respect. Kenya Utalii College is hereby authorized to make such inquiries to the said information including with the firms/company's clients and bankers as it may deem necessary without prior notice to the firm/company.</p> <p>Information submitted by.....</p> <p>Title</p> <p>Signature.....</p> <p>Stamp.....</p> |
|---|

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DETAILED EVALUATION CRITERIA [SELECTION PROCEDURE]

Candidates are requested to read this section carefully before filling in any information.

In this selection procedure, the firm that attains the pass mark of **70 points out of 100 points** specified in the criteria will be considered for financial evaluation.

F1. Supplier Relevance & Experience [40 Points]

Indicate the total value of any 5 LPOs, Contracts/Invoices transacted in the last 5 years. **Attach copies.**

F2. Technical Capability [30 Points]

b) Maximum Volume of Business you can handle at any one time. (**Attach documentary evidence**)

- 5 Million and above (20) Marks
- 3.5 – 4 Million (9) Marks
- 1.5 – 3 Million (6) marks
- 0.5 – 1 Million (3) Marks

c) Lead time for delivery upon award of contract (10 marks)

- Within Seven days 10 marks
- eight days to 15days 5 marks
- over 15days 0 marks

F3 Financial Capability (20 points)

2.1 Attach copies of certified audited accounts for the last 2 years (10 points)

2.2 indicate by ticking below your organizations terms of payment (10 points)

Breakdown

| | |
|----------------|--------------|
| C.O.D. | [1point) |
| Within 30 days | (2.5 points) |
| Within 45 days | (5 points) |
| Within 60 days | (10 points) |

Site visit 10 Marks

(The Technical Evaluation Team will verify the information submitted by applicants and may visit the physical premises of the applicants. This will form part of the evaluation process).

THE PASS MARK FOR QUALIFICATION SHALL BE 70%

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The firm that attains the pass mark of **70 points out of 100 points** specified in the criteria will be considered for financial evaluation.

SECTION G. SCHEDULE OF REQUIREMENTS

| s/no | Item Description | UOM | Qty | Unit Price kshs | Total cost kshs |
|------|---------------------|-----|-----------------------------------|--------------------|-----------------|
| 1 | Furnace oil CST 125 | lts | 240,000 LITRES PER MONTH | | |
| | | | | | |

IMPORTANT CONDITIONS AND REMARKS

1. If the fuel stocks are below minimum levels for 3 days and delay of the delivery of fuel continues beyond three days, the Purchaser shall be entitled to procure fuel from an alternative supplier other than the Supplier (NB; minimum level is 3,000 ltrs)
2. The Purchaser will not accept any fuel that is out of specification. If Purchaser rejects any fuel found to be off specification the Supplier shall promptly remove such fuel from line up for pump-over and make immediate arrangement for HFO which meets quality specifications, to ensure minimum disruption to operations.

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Section H. Tender Security Form

Whereas [name of the tenderer]
Hereinafter called "the tenderer" has submitted its tender dated (date
of submission of tender] for the supply of
[Name and/or description of the goods]
(hereinafter called "the Tender")
KNOW ALL PEOPLE by these presents that **WE**
of having our registered office at
[Name of Procuring entity] (hereinafter called "the Procuring entity") - **See Attached
Schedule For Applicable Bid Bonds** - 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 not claim 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 Bank] _____

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Section I. 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 goods, viz [brief description of 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 meaning 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 goods 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 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 by _____ the _____ (for the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

In the presence of _____

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Section J. Bank Guarantee for Advance Payment

To:
[Name of Procuring Entity]

[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 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 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]

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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

KENYA UTALII COLLEGE, NAIROBI

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applies to your type of business
 You are advised that it is a serious offence to give false information on this form

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No. Fax E mail

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 style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 35%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 30%;">Citizenship Details</th> <th style="width: 10%;">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. | | | | | | | | | | | | | | | | | | | | |

KENYA UTALII COLLEGE, NAIROBI

| Given details of all directors as follows | | | |
|---|-------------|---------------------|--------|
| Name | Nationality | Citizenship Details | Shares |
| 1..... | | | |
| 2..... | | | |
| 3..... | | | |
| 4..... | | | |
| 5..... | | | |

Date Seal/Signature of Candidate-----

KENYA UTALII COLLEGE, NAIROBI

PERFORMANCE SECURITY FORM

To
[*name of 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 of goods*] (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 figure*] 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 you 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 _____

Signed and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

(Amend accordingly if provided by Insurance Company)