



MINISTRY OF EDUCATION

TSEIKURU TECHNICAL TRAINING INSTITUTE

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TENDER DOCUMENT

FOR

PRE – QUALIFICATIONS

FOR SUPPLY AND DELIVERY OF GOODS AND PROVISION OF SERVICES FOR

FINANCIAL YEAR 2023-2025

TENDER NO. TSKTTI/008/2023/2025

TENDER NAME: SUPPLY AND DELIVERY OF
MINERAL WATER

CLOSING DATE MONDAY 15TH MAY 2023 AT 11:00 AM

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PRE-QUALIFICATIONS FOR SUPPLY AND DELIVERY OF GOODS AND PROVISION OF SERVICES FOR THE FINANCIAL YEAR 2023-2025.

CATEGORY A : DELIVERY OF GOODS		
PRE QUALIFICATION		
TENDER NUMBER	TENDER NAME	ELIGIBILITY
TSKTTI/001/2023-2025	Supply and delivery of stationeries and any other related items.	Youth, women & pwd
TSKTTI/002/2023-2025	Supply and delivery of furniture and any other related items.	Open
TSKTTI/003/2023-2025	Supply and delivery of textbooks and other reference materials.	open
TSKTTI/004/2023-2025	Supply and delivery of Electrical and Electronics Materials and equipment.	Open
TSKTTI/005/2023-2025	Supply and delivery of Hardware and Building Materials and Equipment.	Open
TSKTTI/006/2023-2025	Supply and delivery of Hospitality Materials and related materials	Open
TSKTTI/007/2023-2025	Supply and delivery of Mechanical and Automotive Materials and related materials	Open
TSKTTI/008/2023-2025	Supply and delivery of Mineral water	youth, women & Pwd
TSKTTI/009/2023-2025	Supply of Fuels and Lubricants	Open
TSKTTI/010/2023-2025	Supply and delivery of garments and staff uniform	Open
TSKTTI/011/2023-2025	Supply and delivey of Airtime (Safaricom)	Open
TSKTTI/012/2023-2025	Supply and delivery of cleaning materials	Youth, women&Pwd
TSKTTI/013/2023-2025	Supply and delivery ICT Accessories, Printers, Computers, Biometric, CCTV Toners and Cartridges and related equipment.	Open
TSKTTI/014/2023-2025	Supply and delivery of Games and Sports Material and Equipment	Open
TSKTTI/015/2023-2025	Supply and delivery of Foodstuffs	Youth, women & Pwd

TSKTTI/016/2023-2025	Supply and delivery of Meat	Open
TSKTTI/017/2023-2025	Supply and delivery of Dry cereals	Open
TSKTTI/018/2023-2025	Supply and delivery of Vegetables and fruits	Youth, women&Pwd
TSKTTI/019/2023-2025	Supply and delivery of Charcoal	Open
CATEGORY B: PROVISION OF SERVICES		
TSKTTI/020/2023-2025	Provision of Security Services	Open
TSKTTI/021/2023-2025	Provision of repair and maintenance services and small works Bidders may select either(a),(b),(c) or all the following; (a) Welding services (b) Building and construction services (c) Plumbing services	Open
TSKTTI/022/2023-2025	Provision of printing services, Branded, promotional materials, Brochures and students ID cards and any related goods.	Open
TSKTTI/023/2023-2025	Provision of students and Vehicle Insurance Services.	Open
TSKTTI/024/2023-2025	Provision of motor vehicle and generator repair and maintenance services	Open
TSKTTI/025/2023-2025	Provision of Sanitary bins services	Open
TSKTTI/026/2023-2025	Provision of Fire Extinguisher services	Open

Tender documents may be obtained from the finance/procurement office during working hours upon payment of a **non-refundable fee of Ksh 1000** in banker's cheque payable to Tseikuru Technical Training Institute. **KCB Bank Account No. 1177500035**

Duly completed tender documents should be submitted in plain sealed envelopes properly marked the –Pre-qualification No. and addressed to:

**THE PRINCIPAL,
TSEIKURU TECHNICAL TRAINING INSTITUTE,
P.O BOX 753-90400,
MWINGI.**

The Tender document should be deposited in the **Tender Box** Located at the **Reception Office** so as to be received on or before **15th May 2023 at 11:00 a.m.** Tender documents will be opened immediately after closing in presence of bidders or their representatives who choose to attend the opening session. **Any canvassing will lead to automatic disqualification of the bidder.**

NB:

1. Youth Women and Persons with Disability are encouraged to apply in all categories

2. Bidders are asked to ensure that the tender documents are paginated in the format of numbering.eg 1,2,3

1. SECTION I – INSTRUCTIONS TO TENDERERS

1. 1.0 ELIGIBLE TENDERERS

1. 1.1 This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

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, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

1. 1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

1.2.0 COST OF TENDERING

1.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

1. 2.2 The price to be charged for the tender document shall not exceed Kshs. 1,000/=

1.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

1. 3.0 CONTENTS OF TENDER DOCUMENTS

1. 3.1 The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders.

(i) Instructions to tenderers

(ii) General Conditions of Contract

(iii) Special Conditions of Contract

(iv) Schedule of Requirements

(v) Details of service

(vi) Form of tender

(vii) Price schedules

(viii) Contract form

(ix) Confidential business questionnaire form

(x) Tender security form

(xi). Performance security form

(xii). Principal's or manufacturers authorization form

(xiii). Declaration form

1.3.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

1.4.0 CLARIFICATION OF DOCUMENTS

1. 4.1 A prospective candidate making inquiries of the tender documents may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

1. 4.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

1. 5.0 AMENDMENT OF DOCUMENTS

1.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity for any reason, whether at its own initiative or in response to a clarification requested by the prospective tenderer, may modify the tender documents by issuing an addendum.

1. 5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

1. 5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

1.6.0 LANGUAGE OF TENDER

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

1. 7.0 DOCUMENTS COMPRISING THE TENDER

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

A Tender Form and a Price Schedule completed

- a) The tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- b) Tender security
- c) Confidential business questionnaire

1.8.0 FORM OF TENDER

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

9.0 TENDER PRICES

1. 9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

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

1. 9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

1. 9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

1.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

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

1. 10.0 TENDER CURRENCIES

10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers.

1.11.0 TENDERERS ELIGIBILITY AND QUALIFICATIONS.

1. 11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender document.

Establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

1. 11.2 the documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

1. 12 .0 TENDER SECURITY

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

1.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

1.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture.

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

a) A bank guarantee. b) Cash. c) Such insurance guarantee approved by the Authority. d) Letter of credit

1.12.5 Any tender not secured in accordance will be rejected by the Procuring entity as non-responsive.

1.12.6 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.

1. 12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, and furnishing the performance security.

1. 13.0 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.

(ii) to furnish performance security in accordance.

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

1.14.0 VALIDITY OF TENDERS

1.14.1 Tenders shall remain valid for 180 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

1.14.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under 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. 15.0 FORMAT AND SIGNING OF TENDER

1. 15.1 The tenderer shall prepare two copies of the tender, clearly marked "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

1. 15.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

1.15.3 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.

1. 16 .0 SEALING AND MARKING OF TENDERS

1. 16.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE 15TH May 2023 at 11.00 a.m.

1.16.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late". —

1. 16.4 If the outer envelope is not sealed and marked as required by the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

1. 17.0 DEADLINE FOR SUBMISSION OF TENDERS

1. 17.1 Tenders must be received by the Procuring entity at the address specified no later than. 15THMay 2023 at 11.00 a.m.

1.17.2 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.

1. 17.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

1. 18.0 MODIFICATION AND WITHDRAWAL OF TENDERS

1. 18.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by the procuring entity prior to the deadline prescribed for the submission of tenders.

1. 18.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance. 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.

1. 18.3 No tender may be modified after the deadline for submission of tenders.

1.18.4 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. 18.5 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. 18.6 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.

1.19.0 OPENING OF TENDERS

1. 19.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at 15th may 2023 at 11.00 a.m. and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

1.19.2 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. 19.3 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

1. 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 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 rejection of the tenderers tender. Comparison or contract award decisions may result in the rejection of the tenderers' tender.

1. 21.0 PRELIMINARY EXAMINATION AND RESPONSIVENESS

1. 20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

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 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.

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

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 the nonconformity.

1.22.0 CONVERSION TO A SINGLE CURRENCY

1.22.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

1.23.0 EVALUATION AND COMPARISON OF TENDERS.

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

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

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

(a) Operational plan proposed in the tender;

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

1.23.4 the following evaluation methods will be applied:

(a) Operational Plan.

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as nonresponsive and rejected.

(b) Deviation in payment schedule.

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

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

(a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

(b) Legal capacity to enter into a contract for procurement

(c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing

(d) Shall not be debarred from participating in public procurement.

1.24.0 CONTACTING THE PROCURING ENTITY

1. 24.1 No tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

1. 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 tenderers tender.

1. 25.0 AWARD OF CONTRACT

a) Post qualification

1.25.1 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.

1. 25.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, as well as such other information as the Procuring entity deems necessary and appropriate.

1. 25.3 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. 25.3 The Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

1. 25.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

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

1.26.0 PROCURING ENTITY'S RIGHT TO VARY QUANTITIES

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

1. 27.0 PROCURING ENTITY'S RIGHT TO ACCEPT OR REJECT ANY OR ALL TENDERS

1. 26.1 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.

1. 28.0 NOTIFICATION OF AWARD

1.28.1 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.

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

1. 28.3 Upon the successful Tenderer's furnishing of the performance security, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security.

1. 29.0 SIGNING OF CONTRACT

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

1. 29.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

1. 29.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

1. 30.0 PERFORMANCE SECURITY

1. 30.1 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.

1.30.2 Failure of the successful tenderer to comply with the requirement of paragraph 1.29.0 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders. 1.30 Corrupt or Fraudulent Practices

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

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

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

SECTION II GENERAL CONDITIONS OF CONTRACT

2.1 DEFINITIONS

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

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

2.2 . APPLICATION

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

2.3.0 STANDARDS

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

2.4.0 PATENT RIGHT'S

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

2.5.0 PERFORMANCE SECURITY

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

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

2.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of :

- a) Cash. b) A bank guarantee. c) Such insurance guarantee approved by the Authority. d) Letter of credit.

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

2.6.0 INSPECTIONS AND TESTS

2.6.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

2.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

2.6.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

2.6.4 In any way release the tenderer from any warranty or other obligations under this Contract.

2.7.0 PAYMENT

2.7.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

2.8.0 PRICES

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

2.9.0 ASSIGNMENT

2.9.1 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.

2.10.0 TERMINATION FOR DEFAULT

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

a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.

b) if the tenderer fails to perform any other obligation(s) under the Contract.

c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

2.11.0 TERMINATION OF INSOLVENCY

2.11.1 The procuring entity may at any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the

contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

2.12.0 TERMINATION FOR CONVENIENCE

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

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

2.13.0 RESOLUTION OF DISPUTES

2.13.1 The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract. If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

2.14.0 GOVERNING LANGUAGE

2.14.1 The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

2.15.0 FORCE MAJEURE

2.15.1 The contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

2.15.0 APPLICABLE LAW.

2.15.1 The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

2.15.2 Notices Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

PRICE SCHEDULE OF GOODS.

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT COST
1.	Water 500ml	create	
2.	Water 20l	bottle	
	TOTAL		

Prices to be inclusive of all taxes

3.0 Tender Criteria for suppliers

S/NO	REQUIRED INFORMATION SCORE	FORM TYPE	POINTS
1.	Registration Documentation	F-1	30
2.	Registration Data	F-2	5
3.	Supervisory Personnel	F-3	5
4.	Financial Position	F-4	20
5.	Confidential Questionnaire Report	F-5	10
6.	Past Experience	F-6	10
7.	Litigation History	F-7	5
8.	Anti -Corruption Declaration Pledge	F-8	5
9.	Sworn Statement	F-9	5
10	Tender document (hand coy)payment receipt	F-10	5
	TOTAL		100

Note: Bidders must score at least 70 points to be registered

3.1 Tender criteria is Open

(Under open category)

Interested bidders under this category **MUST** submit all the relevant and applicable documents listed above to be registered.

FORM F-1 TENDER DOCUMENTATION

All firms must provide:-

1. Copies of Certificate of Registration for Business /Company.
2. Copies of VAT and PIN Registration Certificates.
3. Reliable email address and a telephone number for official communication.
4. Valid Tax Compliance Certificate from Kenya Revenue Authority
5. Copy of current Trade License.
6. Letter of recommendation from 3 previous organizations served
(not applicable for Youth, Women and Persons with Disability).
7. Practicing Certificate for all professionals for consultancy services where applicable.
8. Where mandatory for service provision, each firm must attach evidence of registration with Professional bodies/Authorities e.g. NCA for construction, Municipal / City Council Certificates of health for food stuffs handling etc.
9. Applicants under **Youth, Women and Persons with Disability must attach registration certificate from the National Treasury.**
(30points)

Firms that do not submit the specified mandatory documents will be deemed to be unresponsive

F-2-REGISTRATION DATA

REGISTRATION OF SUPPLIERS APPLICATION FORM

I/We

(Name of Company/Firm)

Here by apply for registration as supplier(s) of.....

(Item Description

.....

(Tender No.)

Post Office Address

Email address

Telephone contacts
Town
Street
Name of building
Room /Office No.
Floor No.
Full Name of applicant
Other branches location

ORGANIZATION & BUSINESS INFORMATION MANAGEMENT PERSONNEL

Chief Executive
Secretary.....
General Manager.....
Treasurer.....
Other.....

Partnership (if applicable)

Names of Partners:

1.
2.
3.

1. **Business founded or incorporated**
2. **Under present management since**
3. **Net worth equivalent Kshs**.....
4. **Bank reference and address**
5. **Indicate terms of trade/sale:**

Name of firm:.....
Name of designated Official:.....
Signature, date and stamp:.....

(5Points

F-3 SUPERVISORY PERSONNEL

State the Number of Supervisory Personnel.....

Indicate the name and academic qualifications of at least two

1. Name

Age

Academic Qualification (Tick as appropriate)

Under graduate

Post graduate

Diploma

High School

Professional Qualification

(Attach Certificates if any)

Length of service with Contractor or Supplier and position held

.....

2. Name.....

Age

Academic Qualification (Tick as appropriate)

Under graduate

Post graduate

Diploma

High School

Professional Qualification

.....

(Attach Certificates if any)

Length of service with Contractor or Supplier and position held

.....

(Attach copies of certificates of at least 2key personnel in the organization)

5 points each

Name of firm:.....

Name of designated Official.....

Signature..... date..... stamp:.....

(5 Points)

F-4 FINANCIAL POSITION AND TERMS OF TRADE

- (1) Attach copies of the last two years Audited accounts or two year's certified bank statements for sole proprietors (7) marks
- (2) Attach letters of recommendation from the firm's bankers- (7) marks.
- (3) State Credit period (minimum proposed is 60 days) – 6 marks

(20 marks)

(Not applicable for Youth, Women and Persons with Disability)

F-5 CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Signature of tenderer

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

The Contract shall be for a period of one (1)years.

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

REPUBLIC OF KENYA

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

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

Part I-General : Business Name

Location of business premises.....

Plot No.

Street/Road.....Postal Address.....

Tel. No.....Nature of business.....

Current Trade Licence No.....Expiring date.....

Maximum value of business which you can handle at any one time : Ksh.....

Name of your bankers.....Branch.....

	<p>Part 2 (a) – Sole Proprietor Your name in full.....age</p> <p>Nationality.....Country of origin.....</p> <p>*Citizenship details.....</p>																														
	<p>Part 2 (c) – Registered Company:</p> <p>Private or Public.....</p> <p>State the nominal and issued capital of company Nominal K£.....</p> <p>Issued K£.....</p> <p>Given details of all directors as follows:-</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 20%;">Name</th> <th style="width: 15%;">Nationality</th> <th style="width: 25%;">Citizenship Details</th> <th style="width: 35%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.	5.
	Name	Nationality	Citizenship Details	Shares																											
1.																											
2.																											
3.																											
4.																											
5.																											
	<p>DateSignature of Candidate.....</p>																														

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

(10 marks)

F-6 PAST EXPERIENCE

Names of The Bidder's Clients in the Last Two Years and Values of tenders

1. Name of 1stClient(organization)

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

2. Name of 2ndClient(organization)

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

3. Name of 3rdClient(organization)

- i) Name of Client (organization)

-
 - ii) Address of Client (organization)
.....
 - iii) Name of Contact Person at the client (organization)
.....
 - iv) Telephone No. of Contact Person
.....
 - v) Value of Contract
.....
 - vi) Duration of Contract (date)
.....
 - vii) (Attach documental evidence of existence of contract)
- 4. Others.....**

(10 Points)

**(03) Marks each and an additional point for one other
(Not applicable for Youth, Women and Persons with Disability)**

F-7- LITIGATION HISTORY

Name of Bidder:.....

Bidders should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution.

Year	Award for or against	Name of client cause of litigation and matter in dispute	Disputed amount (currentvalue,Ksh. Equivalent

(5Points)

Name of firm:.....

Name of designated Official:.....

Signature, date and stamp:.....

F-8 –ANTI CORRUPTION DECLARATION PLEDGE

I/WE..... declare that I/WE recognize that Public

Procurement is based on a free and fair competitive Tendering process which should not be opened to abuse

I/WE..... Declare that

I/WE.....will not offer or facilitate

directly or indirectly any inducement or reward to any public officer, their relations or business associates, in accordance with the tender No..... for or in the subsequent performance of the contract if I/WE/am/are successful.

Signed by..... Chief Executive Officer or Authorized representative.

Date.....

(5 marks)

F-9- SWORN STATEMENT

Having studied the tender information above I/We hereby state:

A The information furnished in our application is accurate to the best of our knowledge.

FOR CATEGORY A

I/We acknowledge that if successful, this grants the right to fulfill the tender on the basis of provisions in the tender contract document.

FOR CATEGORY B

I/We acknowledge that if successful, this grants the right to participate in due time in the submission of quotation on the basis of provisions in the quotation documents.

B. We enclose all the required documents and information required for the tender evaluation.

Date.....

Applicant's Name.....

Represented b.....

Signature.....

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

(5 marks)

F-10 TENDER DOCUMENT (HARD COPY) PAYMENT RECEIPT(5 MARKS)