



THE TECHNICAL UNIVERSITY OF KENYA

TENDER DOCUMENT

FOR

***ANNUAL TENDERS FOR SUPPLY AND
DELIVERY OF DETERGENT, SOAP,
TOILETRIES AND DISINFECTANTS***

TUK/04/2019/2020

***ALL TENDERERS ARE ADVISED TO READ CAREFULLY THIS TENDER
DOCUMENT IN ITS ENTIRETY BEFORE MAKING ANY BID***

*Information contained in this document is provided strictly to assist prospective
bidders in their bid preparation. Any other use or disclosure to a third party is
restricted and requires prior permission from The Technical University of Kenya*

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MAY, 2019

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SECTION I - INVITATION TO TENDER

The Technical University of Kenya now invites bids from eligible tenderers for Supply and Delivery of goods and services.

Interested eligible tenderers may obtain further information and tender documents from the Procurement Office, The Technical University of Kenya, P.O Box 52428 – 00200, Nairobi Kenya on normal working days from Monday to Friday (excluding any public or gazetted holiday) beginning on **Tuesday 28TH June 2019** between **9.00a.m. & 12:30p.m.** and **2:00p.m. & 4:30p.m.** upon payment of Kenya shillings one thousand only or download the tender document from our website www.tukenya.ac.ke for free.

The Original and Copy of the tender document duly completed in plain sealed envelopes, clearly marked with **Category of Goods and Services, Reference Number** that is **Provision ofTUK/.....Bearing the words “DO NOT OPEN BEFORE JUNE 10TH, 2019 AT 10:00A.M”** and accompanied by a bid security of 1% in the form of a bank guarantee from a reputable bank or an insurance firm approved by PPRA and must be valid for 90 days after the opening of the tender should be addressed and sent to:-

**The Vice Chancellor,
The Technical University of Kenya,
P. O Box 52428 – 00200,
NAIROBI**

Or may be deposited in the Tender Box situated on first floor, Administration Block, next to the Conference Room of The Technical University of Kenya, so as to be received on or before **10th June, 2019 at 10:00a.m.** Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings.

The tenders will be opened immediately after closing date and time at the Technical University of Kenya conference room in the presence of the bidders or their representatives who may wish to attend. Late bids will be returned unopened.

The University reserves the right to accept or reject any tender in part or in whole, and annul the tendering process at any time prior to contract award without thereby incurring any liability and is not bound to give reasons for its decisions.

THE VICE CHANCELLOR

ORIGINAL

SECTION II - TENDER SUBMISSION CHECKLIST

This order and arrangement shall be considered as the Tender Submission Format.

Tenderers shall tick against each item indicating that they have provided it.

No.	Item	Tick Where Provided
1	Tender Security – Bank Guarantee or from an Insurance Company (All from acceptable and approved locally based Kenyan institutions)	
2	Declaration Form	
3	Duly completed Tender Form	
4	Copy of Company or Firm’s Registration Certificate	
5	Copy of PIN Certificate	
6	Copy of Valid Tax Compliance Certificate	
7	Confidential Business Questionnaire (CBQ)	
8	Recommendation Letters from at least Three Corporate Bodies	
9	Copies of three LPOs from three different organizations where you have supplied a similar product in the last three years	
10	Price Schedule(s)	
11	Schedule of requirements duly filled indicating items offered	
12	Audited Financial Accounts for the last two years 2016/17-2017/18.	
13	Any other document or item required by the Tender Document. (The Tenderer shall specify such other documents or items it has submitted) e.g Certificates from Regulatory Bodies/Manufacturer.....	
14	Supplier Availability details form (Details of Business Premises i.e. LR Number, Street, Road etc)	

- 15 Ensure serialization of all pages of the bid submitted from the first page to the last page in numerical form

NOTES TO TENDERERS

- Valid Tax Compliance Certificate shall be one issued by the relevant tax authorities and valid for at least up to the tender closing date. All Kenyan registered Tenderers must provide a valid Tax Compliance Certificate.
- All Kenyan registered Tenderers must provide the Personal Identification Number Certificate (PIN Certificate).
- Foreign Tenderers must provide equivalent documents from their country of origin as regards Tax Compliance and PIN certificates OR statements certifying that the equivalent documentation is not issued in the Tenderer’s country of origin. The Statement(s) that equivalent documentation is not issued by the Tenderer’s country should be original and issued by the Tax authorities in the Tenderer’s country of origin.

4. A non-financial document or item includes one that does not contain or reveal the tender price(s) of the services and the required audited financial statements. **A Tenderer shall not insert financial documents or items in the Non-financial tender submission envelopes or packages.**

5. A financial document or item includes one that contains all information on the tender price(s) of the services and the required audited financial statements. **A Tenderer shall not insert Non-financial documents or items in the Financial tender submission envelopes or packages.**

ORIGINAL

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SECTION III- INSTRUCTIONS TO TENDERERS (ITT)

3.1 Definitions

In this tender, unless the context or express provision otherwise requires: -

- a) *Any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made there-under.*
- b) *“Date of Tender Document” shall begin with the first day and end on the last day of the month appearing on the cover page of the Tender Document.*
- c) *“Day” means calendar day and “month” means calendar month.*
- d) *“KEBS” wherever appearing means the Kenya Bureau of Standards or its successor(s) and assign(s) where the context so admits.*
- e) *“PPRA” wherever appearing means The Public Procurement Regulatory Authority or its successor(s) and assign(s) where the context so admits.*
- f) *Reference to “the tender” or the “Tender Document” includes its appendices and documents mentioned hereunder and any reference to this tender or to any other document includes a reference to the other document as varied supplemented and/or replaced in any manner from time to time.*
- g) *“The Procuring Entity” means The Technical University of Kenya and assign(s) where the context so admits (hereinafter abbreviated as TUK).*
- h) *“The Tenderer” means the person(s) submitting its Tender for the provision of services in response to the Invitation to Tender.*
- i) *Where there are two or more persons included in the expression the “Tenderer”, any act or default or omission by the Tenderer shall be deemed to be an act, default or omission by any one or more of such persons.*
- j) *Words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.*
- k) *words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the “Tenderer” the covenants, agreements and obligations expressed to be made or performed by the Tenderer shall be deemed to be made or performed by such persons jointly and severally.*

3.2 Eligible Tenderers

3.2.1 This Invitation to Tender is open to all Tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful Tenderers shall provide the services in accordance with this tender and the ensuing contract.

3.2.2 Notwithstanding any other provisions of this tender, the following are not eligible to participate in the tender:-

- a) TUK’s employees, its Board or any of its committee members.

- b) Any Minister or Assistant Minister of the Government of the Republic of Kenya (GoK)
 - c) Any public servant of GoK.
 - d) Any member of a Board or Committee or any department of GoK.
 - e) Any person appointed to any position by the President of Kenya.
 - f) Any person appointed to any position by any Minister of GoK.
- 3.2.3 For the purposes of this paragraph, any relative i.e. spouse(s) and child(ren) of any person mentioned in sub-paragraph 3.2.2 is also ineligible to participate in the tender. In addition, a Minister shall include the President, Vice-President or the Attorney General of GoK.
- 3.2.4 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 TUK 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 to Tender.
- 3.2.5 Tenderers shall not be under declarations of ineligibility for corrupt, fraudulent practices and are not amongst persons mentioned in sub-paragraphs 3.2.2 and 3.2.3 above.
- 3.2.6 Tenderers who are not under these declarations shall complete the Declaration Form strictly in the form and content as prescribed at Section XIII.
- 3.2.7 Those that are under the Declaration for corrupt and fraudulent practices whether currently or in the past shall not complete the Form. They will submit a suitable Form giving details, the nature and present status of their circumstances.

3.3 Joint Venture

- 3.3.1 Tenders submitted by a joint venture of two or more firms, as partners shall comply with the following requirements: -
- a) The Tender Form and in case of a successful tender, the Contract Agreement Form, shall be signed so as to be legally binding on all partners of the joint venture.
 - b) One of the partners shall be nominated as being lead contractor, and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners.
 - c) The Power of Attorney which shall accompany the tender shall be granted by the authorized signatories of all the partners as follows:-
 - (i) for local bidders, before a Commissioner of Oaths or a Notary Public or Magistrate of the Kenyan Judiciary.

- (ii.) for a foreign bidder, before a Notary Public, or the equivalent of a Notary Public, and in this regard the bidder shall provide satisfactory proof of such equivalence.
 - d) the lead contractor shall be authorized to incur liability and receive instructions for and on behalf of any and all the partners of the joint venture and the entire execution of the contract including payment shall be done exclusively with the lead contractor.
- 3.3.2 All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a relevant statement to this effect shall be included in the authorization mentioned in paragraph 3.3.1 (b) above as well as in the Form of Tender and the Contract Agreement Form (in case of the accepted tender).
- 3.3.3 A copy of the agreement entered into by the joint venture partners shall be submitted with the tender.

3.4 Cost of Tendering

- 3.4.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender. TUK will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 3.4.2 The price to be charged for the Tender Document shall be as indicated in the Invitation to Tender but in any case not exceeding KSh.2,000/=.

3.5 Contents of the Tender Document

- 3.5.1 The Tender Document comprises the documents listed below and Addendum (where applicable) issued in accordance with paragraph 3.7 of these Instructions to Tenderers: -
- a) *Invitation to Tender*
 - b) *Tender Submission Checklist*
 - c) *Instructions to Tenderers*
 - d) *Appendix to Instructions to Tenderers*
 - e) *Schedule of Requirements*
 - f) *Price Schedule for Services*
 - g) *Evaluation Criteria*
 - h) *General Conditions of Contract*
 - i) *Special Conditions of Contract*
 - j) *Tender Form*
 - k) *Confidential Business Questionnaire Form*
 - l) *Tender Security Forms*
 - m) *Principal or Manufacturer's Authorization Form*
 - n) *Declaration Form*
 - o) *Contract Form*

- p) *Performance Security Forms*
- q) *Details of Service*
 - (i.) *General Requirements*
 - (ii.) *Specific Details of Services*

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

3.5.3 All recipients of the documents for the proposed Contract for the purpose of submitting a tender (whether they submit a tender or not) shall treat the details of the documents as "Private and Confidential".

3.6 Clarification of Documents

A prospective Tenderer requiring any clarification of the Tender Document may notify the Procurement Manager in writing or by post at TUK's address indicated in the Invitation to Tender. TUK will respond in writing to any request for clarification of the Tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of Tenders, prescribed by TUK. Written copies of TUK's response (*including an explanation of the query but without identifying the source of inquiry*) will be sent to all prospective Tenderers that have duly received the Tender Document.

3.7 Amendment of Documents

3.7.1 At any time prior to the deadline for submission of Tenders, TUK, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may modify the tender documents by amendment.

3.7.2 All prospective Tenderers that have received the tender documents will be notified of the amendment(s) (*hereinafter referred to or otherwise known as addendum*) in writing and will be binding on them.

3.7.3 In order to allow prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders, TUK, at its discretion, may extend the deadline for the submission of Tenders.

3.8 Language of Tender

The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender, exchanged between the Tenderer and TUK, shall be written in English language, provided that any printed literature furnished by the Tenderer may be written in another language provided that

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. The English translation shall be on the Tenderer's letterhead and shall be signed by the duly authorized signatory signing the Tender and stamped with the Tenderer's stamp.

3.9 Documents Comprising the Tender

The Tender prepared and submitted by the Tenderers shall include but not be limited to all the following components: -

- a) *Declaration Form, Tender Form and a Price Schedule completed in compliance with paragraphs 3.2, 3.10, 3.11 and 3.12.*
- b) *Documentary evidence established in accordance with paragraph 3.13 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 3.14 that the services and any ancillary thereto to be provided by the Tenderer conform to the tender documents, and,*
- d) *Tender Security furnished in accordance with paragraph 3.17*
- e) *A detailed list of previous customers as prescribed for similar services on tender and their contact addresses shall be submitted with the Tender for the purpose of reference, or for evaluation where the Details of Service so dictate.*

3.10 Tender Form

The Tenderer shall complete and sign the Tender Form and all other documents furnished in the Tender Document, indicating the services to be performed, a brief description of the services, quantity (where applicable), and prices amongst other information required.

3.11 Tender Prices

- 3.11.1 The Tenderer shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total tender price of the services it proposes to provide under the contract.
- 3.11.2 Prices indicated on the Price Schedule shall be of all costs for the services including insurances, duties, Value Added Tax (V.A.T) and other taxes payable. No other basis shall be accepted for evaluation, award or otherwise.
- 3.11.3 Tender prices to be submitted (quoted) by the Tenderer shall remain fixed for the contract duration.
- 3.11.4 A price that is derived by a disclosed incorporation or usage of an international accepted standard formula shall be acceptable within the meaning of this paragraph.

3.12 Tender Currencies

- 3.12.1 For services that the Tenderer will provide from within or outside Kenya, the prices shall be quoted in Kenya Shillings, or in another freely convertible currency in Kenya. The currency quoted must be indicated clearly on the Price Schedule of Services.
- 3.12.2 The exchange rate to be used for currency conversion shall be the Central Bank of Kenya selling rate ruling on the Tender closing date. *(Please visit the Central Bank of Kenya website).*

3.13 Tenderer's Eligibility and Qualifications

- 3.13.1 Pursuant to paragraph 3.2, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the contract if its Tender is accepted.
- 3.13.2 The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall be established to TUK's satisfaction –
- a) *that, in the case of a Tenderer offering to perform the services under the contract which the Tenderer is not the Principal, the Tenderer has been duly authorized by the Manufacturer, Principal or Producer to provide the services. The authorization shall strictly be in the form and content as prescribed in the Manufacturer's or Principal's Authorization Form in the Tender Document*
 - b) *that the Tenderer has the financial capability necessary to perform the contract. The Tenderer shall be required to provide the documents as specified in the Appendix to Instructions to Tenderers including a current Tax Compliance Certificate issued by the relevant tax authorities.*
 - c) *that the Tenderer has the technical and production capability necessary to perform the contract.*
 - d) *that, in the case of a Tenderer not doing business within Kenya, the Tenderer is or will be (if awarded the contract) represented by an agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, spare parts and stocking obligations prescribed in the Conditions of Contract and or in the Details of Service.*
 - e) *That the Tenderer is duly registered and is a current member of a recognized body or institution accredited and or pertaining to that service.*
- 3.13.3 The Tenderer will furnish TUK with a copy of the accreditation or recognition certificate as applicable. TUK reserves the right to subject the certificate to authentication.
- 3.13.4 Tenderers with a record of unsatisfactory or default in performance obligations in any contract shall not be considered for evaluation or award. For the avoidance of doubt, this shall include any Tenderer with unresolved case(s) in its obligations for more than two (2) months in any contract.

3.14 Conformity of Services to Tender Documents

- 3.14.1 The Tenderer shall furnish, as part of its tender, documents establishing the conformity to the Tender Document of all services that the Tenderer proposes to perform under the contract.
- 3.14.2 The documentary evidence of conformity of the services to the Tender Document may be in the form of literature, drawings, and data, and shall (where applicable) consist of: -
- a) *a detailed description of the essential technical and performance characteristics of the services whether in brochures, catalogues, drawings or otherwise,*
 - b) *a list giving full particulars, including available source and current prices of spare parts, special tools and other incidental apparatus necessary for the proper and continuing performance of the services for a minimum period of two (2) years following commencement of the provision of the services to TUK, and,*
 - c) *duly completed Statement of Compliance to TUK's Details of Service demonstrating substantial responsiveness of the service to those Details or, a statement of deviations and exceptions to the provisions of the Details of Service.*
- 3.14.3 For purposes of the documentary and other evidence to be furnished pursuant to sub-paragraphs 3.14.1, 3.14.2 and paragraph 3.15, the Tenderer shall note that standards for workmanship, material, and equipment, designated by TUK in its Details of Service are intended to be descriptive only and not restrictive. The Tenderer may adopt higher standards in its Tender, provided that it demonstrates to TUK's satisfaction that the substitutions ensure substantial equivalence to those designated in the Details of Service.

3.15 Demonstration(s), Inspection(s) and Test(s)

- 3.15.1 Where required in the tender, all Tenderers shall demonstrate ability of performance of the required service in conformity with the Details of Services.
- 3.15.2 TUK or its representative(s) shall have the right to inspect/ test the Tenderer's capacity, equipment, premises, and to confirm their conformity to the tender requirements. This shall include the quality management system. TUK's representative(s) retained for these purposes shall provide appropriate identification at the time of such inspection/ test.
- 3.15.3 TUK shall meet its own costs of the inspection/ test. Where conducted on the premises of the Tenderer(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to TUK.

3.15.4 Demonstration, Inspection/ Test Report(s) shall be completed upon conclusion of the inspection/ tests. This Report will be considered at time of evaluation and or award.

3.16 Warranty

3.16.1 Where required in the Tender, all Tenderers must also provide a Warranty that warrants that the services to be provided under the contract are new, unused and or are of the most recent or current specification and incorporate all recent improvements in design and materials unless provided otherwise in the Tender. The Warranty shall also warrant that the services in the Tenderer's bid have no defect arising from manufacture, materials or workmanship or from any act or omission of the Tenderer that may develop under normal use or application of the services under the conditions obtaining in Kenya.

3.16.2 The Warranty will remain valid for one (1) year after the services, or any part thereof as the case may be, have been used or provided or performed as indicated in the contract.

3.17 Tender Security

3.17.1 The Tenderer shall furnish, as part of its Tender, a tender security for the amount specified in the Appendix to Instructions to Tenderers.

3.17.2 The tender security shall be either one or a combination of the following:-

- a) an original Bank Guarantee that is strictly in the form and content as prescribed in the Tender Security Form (Bank Guarantee) in the Tender Document.
- b) For Local bidders, Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC shall be prepaid by the Tenderer. The LC must contain all the mandatory conditions of payment to TUK as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.
- c) For Foreign bidders, Standby Letters of Credit (LC) confirmed by a bank in Kenya. All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid by the Tenderer. The LC must contain all the mandatory conditions of payment to TUK as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.

3.17.3 The tender security is required to protect TUK against the risk of the Tenderer's conduct which would warrant the security's forfeiture pursuant to paragraph 3.17.10.

3.17.4 The Tender Security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be issued by either a commercial bank licensed by the Central Bank of Kenya. The bank must be located in Kenya.

- 3.17.5 The Tender Security shall be valid for thirty (30) days beyond the validity of the tender.
- 3.17.6 TUK shall seek authentication of the Tender Security from the issuing bank. It is the responsibility of the Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from TUK. The period for response shall not exceed five (5) days from the date of TUK's query. Should there be no conclusive response by the bank or insurance company within this period, such Tenderer's Tender Security may be deemed as invalid and the bid rejected.
- 3.17.7 Any Tender not secured in accordance with this paragraph will be rejected by TUK as non-responsive, pursuant to paragraph 3.28.
- 3.17.8 The unsuccessful Tenderer's Tender Security will be released as promptly as possible, in any of the following circumstances: -
- a) *The procurement proceedings are terminated*
 - b) *TUK determines that none of the submitted Tenders is responsive*
 - c) *A contract for the procurement is entered into*
 - d) *The Tenderer does not qualify for Financial Evaluation in accordance with paragraph 3.31.*
- 3.17.9 The successful Tenderer's Tender Security will be released upon the successful Tenderer's signing the contract, pursuant to paragraph 3.39 and furnishing an authentic Performance Security, pursuant to paragraph 3.40.
- 3.17.10 The Tender Security shall be forfeited –
- a) *if the Tenderer withdraws its Tender after the deadline for submitting Tenders but before the expiry of the period during which the Tenders must remain valid*
 - b) *if the Tenderer rejects a correction of an arithmetic error*
 - c) *if the Tenderer fails to enter into a written contract in accordance with paragraph 3.39*
 - d) *if the successful Tenderer fails to furnish the performance security in accordance with paragraph 3.40*
 - e) *if the Tenderer fails to extend the validity of the tender security where TUK has extended the tender validity period in accordance with paragraph 3.18.*

3.18 Validity of Tenders

- 3.18.1 Tenders shall remain valid for ninety (90) days after the date of tender opening as specified in the Invitation to Tender or as otherwise may be prescribed by TUK, pursuant to paragraph 3.23. A Tender that is valid for a shorter period shall be rejected by TUK as non-responsive.
- 3.18.2 In exceptional circumstances, TUK may extend the Tender validity period. The extension shall be made in writing. The tender security provided under

paragraph 3.17 shall also be extended. A Tenderer shall not be required nor permitted to modify its tender during the extended period.

3.19 Alternative Offers

Only main offers shall be considered, as alternative offers are not acceptable.

3.20 Number of Sets of and Tender Format

3.20.1 The Tenderer shall prepare two complete sets of its Tender, identifying and clearly marking the “ORIGINAL TENDER”, “COPY OF TENDER”, as appropriate. Each set shall be properly bound. The copies shall be a replica of the Original. Each copy will be deemed to contain the same information as the Original.

3.20.2 The Tenderer shall divide and mark the sets as follows:-

3.20.2.1 NON-FINANCIAL – Two (2) sets i.e. Original and Copy.

3.20.2.2 FINANCIAL – Two (2) sets i.e. Original and Copy.

3.20.3 The Tenderer shall ensure that -

a) the Non-Financial sets, envelopes or packages do not contain any or all the information that reveals the tender price(s) of the goods and the required audited financial statements.

b) non financial documents or items are included or inserted in the Non-Financial sets, envelopes or packages.

c) A Financial set, document or item includes one that contains any or all information on the tender price(s) of the goods and the required audited financial statements.

3.20.4 The Tender shall be bound and divided clearly in descending order as listed in the Tender Submission Checklist. The divisions are for clear identification and marking of the respective documents or information that are serially numbered in the Checklist.

3.20.5 The order and arrangement as indicated in the Tender Submission Checklist will be considered as the Tender Formats.

3.20.6 Any Tender not prepared and signed in accordance with this paragraph, and in particular sub-paragraphs 3.20.1, 3.20.2 and 3.20.3 may be rejected by TUK as non-responsive, pursuant to paragraph 3.28.

3.21 Preparation and Signing of the Tender

3.21.1 The Original and all copies of the Tender shall be typed or written in indelible ink. They shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the contract.

3.21.2 The authorization shall be indicated by a written Power of Attorney granted by the Tenderer to the authorized person before any of the following persons:-

a) *For local Tenderers, a Commissioner of Oaths or a Notary Public or a Magistrate of the Kenyan Judiciary.*

b) *For foreign Tenderers, a Notary Public in the country of the Tenderer.* In either case above, the Power of Attorney shall accompany the Tender.

3.21.3 All pages of the Tender, including un-amended printed literature, shall be initialled by the person or persons signing the Tender and serially numbered.

3.21.4 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 initialled by the person or persons signing the Tender.

3.21.5 TUK will assume no responsibility whatsoever for the Tenderer's failure to comply with or observe the entire contents of this paragraph.

3.21.6 Any Tender not prepared and signed in accordance with this paragraph may be rejected by TUK as non-responsive, pursuant to paragraph 3.28.

3.22 Sealing and Outer Marking of Tenders

3.22.1 The Tenderer shall seal the Original and each Copy of the Tender in separate envelopes or packages, duly marking the envelopes or packages as "ORIGINAL" and "COPY OF TENDER". The envelopes or packages shall then be sealed in outer envelopes or packages.

3.22.2 The Tenderer shall also ensure that the inner envelopes or packages are also marked NON-FINANCIAL and FINANCIAL, respectively.

3.22.3 The inner and outer envelopes or packages shall -

a) *Be addressed to TUK at the address given in the Invitation to Tender,*

b) *Bear the tender number and name as per the Invitation to Tender and the words, "DO NOT OPEN BEFORE as specified in the Invitation to Tender.*

3.22.4 All inner envelopes or packages shall also indicate the name and full physical, telephone, e-mail, facsimile and postal contacts of the Tenderer to enable the Tender to be returned unopened in circumstances necessitating such return including where Tenders are received late, procurement proceedings are terminated before tenders are opened or the Tender does not qualify for further financial evaluation in accordance with the Summary of Evaluation Process set out in the Tender Document.

3.22.5 If the envelopes or packages are not sealed and marked as required by this paragraph, TUK will assume no responsibility whatsoever for the Tender's misplacement or premature opening. A tender opened prematurely for this cause will be rejected by TUK and promptly returned to the Tenderer.

3.23 Deadline for Submission of Tenders

3.23.1 Tenders must be received by TUK by the time and at the place specified in the Invitation to Tender.

- 3.23.2 TUK may, at its discretion, extend this deadline for submission of Tenders by amending the tender documents in accordance with paragraph 3.7, in which case all rights and obligations of TUK and the Tenderer's previously subject to the initial deadline, will therefore be subject to the deadline as extended.

3.24 Modification and Withdrawal of Tenders

- 3.24.1 The Tenderer may modify or withdraw its Tender after it has submitted it, provided that written notice of the modification, including substitution or withdrawal of the Tender is received by TUK prior to the deadline prescribed for submission of tenders.
- 3.24.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraphs 3.20, 3.21 and 3.22. A withdrawal notice may also be sent by facsimile, electronic mail, cable or telex but followed by an original signed confirmation copy, postmarked not later than the deadline for submission of Tenders.
- 3.24.3 No Tender may be modified after the deadline for submission of Tenders.
- 3.24.4 No Tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period during which the Tender must remain valid. Withdrawal of a Tender during this interval shall result in forfeiture of the Tenderer's Tender Security.

3.25 Opening of Tenders

- 3.25.1 TUK shall, in accordance with the sub-paragraphs below, adopt a two tender opening system for this Tender.
- 3.25.2 At the first opening, TUK shall open all Tenders promptly after the tender closing date and time, at the location specified in the Invitation to Tender or as may otherwise be indicated. For purposes of clarity, this opening shall include the outer Financial Proposals' envelopes or packages of the duly submitted tenders.
- 3.25.3 The Tenderer's names, tender modifications or withdrawals, the presence or absence of requisite Tender Security, the number of sets of both Non-Financial as well as Financial Proposals tender documents duly received and such other details as TUK, at its discretion, may consider appropriate, will be announced at the first opening.
- 3.25.4 Tenderers whose tenders qualify after preliminary and technical evaluation will be promptly invited for the second opening i.e. of their detailed Financial sets, and in any event not more than five (5) days after completion of the process regarding the earlier evaluation(s).

- 3.25.5 At the opening of the detailed Financial sets, tender prices, discounts, and such other details as TUK, at its discretion, may consider appropriate, will be announced at this opening.
- 3.25.6 The Tenderers or their representatives may attend the openings and those present shall sign a register evidencing their attendance.
- 3.25.7 Tenders not opened and read out at the first tender opening shall not be considered further for evaluation, award or otherwise irrespective of the circumstances.

3.26 Process to be Confidential

- 3.26.1 After the First opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations arising there-from shall not be disclosed to a Tenderer or other person(s) not officially concerned with such process until conclusion of that process.
- 3.26.2 Conclusion of that process shall be deemed to have occurred, at the latest, by the date and time TUK announces to qualified bidder(s) the date and time for the second opening of the tenders i.e. of the detailed Financial sets. In any event, official disclosure by TUK of any information upon conclusion of that process shall only be to the unsuccessful bidders and may contain only the information permissible by law in summary form.
- 3.26.3 After the second opening of tenders, information relating to the further examination, clarification, evaluation and comparisons of tenders and recommendations concerning the award of Contract shall not be disclosed to a Tenderer or other person(s) not officially concerned with such process until the award of Contract is announced.
- 3.26.4 Any effort by a Tenderer to influence TUK or any of its staff members in the process of examination, evaluation and comparison of tenders and information or decisions concerning award of Contract may result in the rejection of the Tenderer's tender.

3.27 Clarification of Tenders and Contacting TUK

- 3.27.1 To assist in the examination, evaluation and comparison of Tenders TUK may, at its discretion, ask the Tenderer for a clarification of its Tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Tender shall be sought, offered, or permitted.
- 3.27.2 The Tenderer is required to provide timely clarification or substantiation of the information that is essential for effective evaluation of its qualifications. It is the responsibility of the Tenderer to provide in writing the clarification or substantiation which should reach TUK within five (5) days from the date of TUK's query. Such writing may include by electronic mail, facsimile or postal

mail. Should there be no conclusive response within this period, it shall result in the Tenderer's disqualification.

- 3.27.3 Save as is provided in this paragraph and paragraph 3.26 above, no Tenderer shall contact TUK on any matter related to its Tender, from the time of the tender openings to the time the contract is awarded.
- 3.27.4 Any effort by a Tenderer to influence TUK in its decisions on tender evaluation, tender comparison, tender recommendation(s) or contract award may result in the rejection of the Tenderer's Tender.

3.28 Preliminary Evaluation and Responsiveness

- 3.28.1 Prior to the detailed Technical and Financial evaluation, TUK will determine the substantial responsiveness of each Tender. For purposes of this tender, a substantially responsive Tender is one that conforms to the requirements of Preliminary Evaluation. TUK's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
- 3.28.2 TUK will examine the Tenders to determine whether they conform to the Preliminary Evaluation Criteria set out in Section VI Evaluation Criteria.
- 3.28.3 Notwithstanding the contents of the foregoing sub-paragraphs, if a Tender is not substantially responsive, it will be rejected at the earliest stage of evaluation by TUK and cannot subsequently be made responsive by the Tenderer by correction of any non-conformity.

3.29 Minor Deviations, Errors or Oversights

- 3.29.1 TUK may waive any minor deviation in a Tender that does not materially depart from the requirements of the goods and or services set out in the Tender Document.
- 3.29.2 Such minor deviation -
- 3.29.2.1 shall be quantified to the extent possible,
 - 3.29.2.2 shall be taken into account in the evaluation process, and,
 - 3.29.2.3 shall be applied uniformly and consistently to all qualified Tenders duly received by TUK.
- 3.29.3 TUK may waive errors and oversights that can be corrected without affecting the substance of the Tender.

3.30 Technical Evaluation and Comparison of Tenders

- 3.30.1 TUK will further evaluate and compare the Tenders that have been determined to be substantially responsive, in compliance to the Details of Services set out in the Tender Document and as per the prescribed Evaluation Criteria.
- 3.30.2 The Operational Plan is a critical aspect of the Tender. TUK requires that the Services shall be performed at the time specified in the Schedule of Requirements. TUK's evaluation of a tender will also take into account the Operational Plan proposed in the Tender. Tenderers offering to perform longer than TUK's required delivery time will be treated as non-responsive and rejected.
- 3.30.3 For Tenders that do not qualify past the technical evaluation stage, the Financial sets, will be promptly returned unopened to the Tenderers together with the release and discharge of their Tender Securities. In any event such return, release and discharge will be commenced not later than five (5) days after the completion of the process regarding the Technical evaluation stage.

3.31 Financial Evaluation

- 3.31.1 The financial evaluation and comparison shall be as set out in the Summary of Evaluation Process. The comparison shall be
- a) 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.
 - b) Deviations in Payment Schedule from that specified in the Special Conditions of Contract
- 3.31.2 Where other currencies are used, TUK will convert those currencies to the same currency using the selling exchange rate ruling on the date of tender closing provided by the Central Bank of Kenya.
- 3.31.3 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 there is a discrepancy between words and figures, the amount in words will prevail.
- 3.31.4 The Tenderer will be notified of the correction of the arithmetical error(s). If the Tenderer does not accept the correction of the error(s), its Tender will be rejected, and its Tender Security forfeited.

3.32 Preferences

Where applicable, in the evaluation of tenders, exclusive preference shall be given to citizens of Kenya where -

- a) *the funding is one hundred percent (100%) from the Government of Kenya or a Kenyan body, and,*
- b) *the amount of the tender is below -*

- (i.) KSh. 50 Million in respect of services.
- (ii.) KSh. 200 Million in respect of works.

3.33 Tender Evaluation Period

The tender evaluation committee shall evaluate the tender within thirty (30) days of the validity period from the date of the first opening of the Tender.

3.34 Debarment of a Tenderer

A Tenderer who gives false information in the Tender 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.

3.35 Confirmation of Qualification for Award

- 3.35.1 TUK may confirm to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 3.35.2 The confirmation will take into account the Tenderer's financial, technical, and performance capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to paragraph 3.13 as well as confirmation of such other information as TUK deems necessary and appropriate. This may include factory, office and other facilities inspection and audits.
- 3.35.3 An affirmative confirmation will be a prerequisite for award of the contract to the Tenderer. A negative confirmation will result in rejection of the Tenderer's Tender, in which event TUK will proceed to the next lowest evaluated responsive tender to make a similar confirmation of that Tenderer's capabilities to perform satisfactorily.

3.36 Award of Contract

- 3.36.1 TUK will award the contract to the successful Tenderer whose Tender has been determined to be substantially responsive, compliant with the evaluation criteria and has been determined to be the lowest evaluated tender, and further, where deemed necessary, that the Tenderer is confirmed to be qualified to perform the contract satisfactorily.
- 3.36.2 Award will be done as indicated in the Appendix to Instructions to Tenderers.

3.37 Termination of Procurement Proceedings

- 3.37.1 TUK may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

3.37.2 TUK shall give prompt notice of the termination to the Tenderers, and, on request from any Tenderer, give its reasons for termination within fourteen (14) days of such request.

3.38 Notification of Award

3.38.1 Prior to the expiration of the period of tender validity, TUK shall notify the successful Tenderer in writing that its Tender has been accepted.

3.38.2 The notification of award shall not constitute the formation of the contract until one is finally signed by both parties.

3.38.3 Simultaneously, and without prejudice to the contents of paragraph 3.27, on issuance of Notification of Award to the successful Tenderer, TUK shall notify each unsuccessful Tenderer.

3.38.4 A notification of the tender outcome does not reduce the validity period for any tender security whether the Tenderer is successful or not, except where such tender security is officially released to the Bank and/or the Tenderer and such Bank discharged of all its obligations by TUK prior to the expiry of its stated validity period.

3.39 Signing of Contract

3.39.1 At the same time as TUK notifies the successful Tenderer that its Tender has been accepted, TUK will send the Tenderer the Contract Agreement provided in the Tender Document together with any other necessary documents incorporating all agreements between the Parties.

3.39.2 Within fourteen (14) days of the date of notification of award, the successful Tenderer shall only sign the Contract Form and all the documents specified in that Form and return them to TUK within that period of fourteen (14) days.

3.39.3 TUK shall sign and date the Contract in the period between not earlier than fourteen (14) days from the date of notification of contract award and not later than thirty (30) days after expiry of tender validity. Further, TUK shall not sign the contract until and unless the authentic performance security is received in accordance with paragraph 3.40.

3.39.4 Failure of the successful Tenderer to sign the Contract, the award shall be annulled and its tender security forfeited in which event TUK shall notify the next lowest evaluated Tenderer that its Tender has been accepted.

3.39.5 Paragraph 3.38 together with the provisions of this paragraph 3.39 will apply with necessary modifications with respect to the Tenderer notified under subparagraph 3.39.4.

3.40 Performance Security

- 3.40.1 Within twenty one (21) days of the date of notification of award from TUK, the successful Tenderer shall furnish TUK with a Performance Security which shall be either one or a combination of the following:
- a) an original Bank Guarantee that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document.
 - b) For Local bidders, Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC shall be prepaid by the Tenderer. The LC must contain all the mandatory conditions of payment to TUK as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.
- 3.40.2 The Performance Security shall be issued by a commercial bank licensed by the Central Bank of Kenya. The bank must be located in Kenya.
- 3.40.3 The successful Tenderer shall furnish a Performance Security being the sum of ten percent (10%) of the contract price.
- 3.40.4 TUK shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the successful Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from TUK. The period for response shall not exceed five (5) days from the date of TUK's query. Should there be no conclusive response by the Bank within this period, such successful Tenderer's Performance Security may be deemed as invalid.
- 3.40.5 Failure of the successful Tenderer to furnish an authentic Performance Security, the award shall be annulled and the Tender Security forfeited, in which event TUK may notify the next lowest evaluated Tenderer that its Tender has been accepted.
- 3.40.6 Paragraph 3.38, 3.39 together with the provisions of this paragraph 3.40 will apply with necessary modifications, and as far as circumstances permit, with respect to the Tenderer notified under sub-paragraph 3.39.4.

3.41 Corrupt or Fraudulent Practices

- 3.41.1 TUK requires that Tenderers observe the highest standard of ethics during the procurement process and execution of contracts. When used in the present Regulations, the following terms are defined as follows: -
- a) *“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of public official in the procurement process or in contract execution;*
 - b) *“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of TUK, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish tender prices at*

artificial non-competitive levels and to deprive TUK of the benefits of free and open competition.

- 3.41.2 TUK 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.
- 3.41.3 Further, a Tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

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Appendix to Instructions to Tenderers

Notes on the Appendix to the Instruction to Tenderers

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

Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the Appendix, the provisions of the Appendix herein shall prevail over those of the instructions to tenderers

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	<i>All Tenderers are eligible as it is a public tender</i>
2.14.1	<i>Tender Security shall be 1% of the total tender sum</i>
2.18.1	<i>Closing Date of the Tender shall be Monday 10th June 2019 at 10:00a.m.</i>
2.29.1	<i>Award is on an item by item basis to the lowest compliant bidder.</i>

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1 Notes on Special Conditions of Contract

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

The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.

- (a) Information that complement provisions of Section III must be incorporated and
 - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.
1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
 2. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	<i>Performance security NOT APPLICABLE</i>
3.12.1	<i>Terms of payment is 30 days credit period</i>
3.18.1	<i>Resolutions of disputes shall be through an agreed national or international Forum, and/or international arbitration.</i>

SECTION V - SCHEDULE OF REQUIREMENTS
PART A - BRIEF SCHEDULE OF DETAILS ON GOODS REQUIRED
FOR SUPPLY AND DELIVERY OF DETERGENTS AND SOAPS

S/N	ITEM DESCRIPTION	UNIT of measure	QTY	UNIT PRICE V.A.T INCLUSIVE	TOTAL V.A.T INCLUSIVE
1.	Air Freshener 750ml	Tins	150		
2.	Bar Soaps (1 X 25 X 800gms)	CTN	300		
3.	Borax	TIN	15		
4.	Brasso	TIN	30		
5.	Carpet Shampoo 5LTS	J/C	15		
6.	Ceramic Tile Stain Remover 20lt	J/C	3		
7.	Combat 20 LT	J/C	10		
8.	Detergent 20lt. (Liquid) As Per Sample)	J/C	800		
9.	Detergent Powder (Omo) 1x 500gms X 24pkt.	CTN	5		
10.	Detergent Powder (Persil) 1x500gms X 24pkt.	CTN	13		
11.	Disinfectant 5lt.	J/C	80		
12.	DISINFECTANT SOAP(DETTOL) 100g	DOZ	40		
13.	Floor Maintainer 20ltr	J/C	10		
14.	Floor Polish 18kg .(Red)	Debe	15		
15.	Floor Polish Self Shining Terrazo 20ltr.	J/C	15		
16.	Floor Polish Wax 18kgs Red	Debe	5		
17.	Floor Streater 20ltr	J/C	5		
18.	Hand Washing Cream 5lt. (As Per Sample)	J/C	30		
19.	Harpic Powder 500gm 1x12	CTN	50		
20.	Harpic Liquid (500ml)	CTN	50		
21.	Jik Colours 750ml Bleach	CTN	15		
22.	Jik Regular 750ml Bleach	CTN	150		
23.	Leather cleaner polish	NO.	2		
24.	Moth Balls – Odnil	CTN	250		
25.	Scouring Powder (Vim 1X500gmX24)	Ctn.	300		
26.	Silvo	TIN	48		
27.	Sta Soft 5ltr	J/C	8		
28.	Stain Remover 5ltr. (as per sample)	J/C	5		
29.	Starch 500g (Laundry)	PKT	80		
30.	Superbrite Scrubbing pads	Pes	200		
31.	Toilet Perfume (Lavender)	Ltrs	60		
32.	White Spirit 5ltr.	Jc.	2		
33.	Windolene(1 x 300ml x 24)	Ctn.	12		
34.	Wooden floor polish (20litres)	Ltrs	6		
35.	Doom Spray 750ml	Doz.	12		
36.	Span powder	Ctn.	20		
37.	Span liquid	Ctn.	20		
38.	Dettol Soap 250ml	Pc	30		
39.	Dettol liquid 5ltr	Bottle	15		
40.	D4 (Soilex)	Ctn	30		
	TENDER SUM				

- 1 All Tenderers must indicate the type, Brand (where applicable), dimensions and weight of the goods in their bid documents.
2. Tenderers shall, where applicable, indicate ready stocks and quantity if available.
3. Tenderers shall clearly indicate the items they are bidding.

***NOTES:-**

1. All Tenderers must indicate the type, model (where applicable), dimensions and weight of the goods in their bid documents.
2. Tenderers shall, where applicable, indicate ready stocks and quantity if available.

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Tender Number and Name:

To:

The Technical University of Kenya
P.O.BOX 502428-00200,
Nairobi, Kenya

TEL:+254(020) 338232/338755/219690

Dear Sirs and Madams,

Having read, examined and understood the Tender Document including all Addenda, receipt of which we hereby acknowledge, we, the undersigned Tenderer, offer to supply and deliver *(the latter two where applicable)* *(insert goods description)* for the sum of.....*(total tender price in words and figures)* or such other sums as may be ascertained in accordance with the schedule of prices inserted by me/ us above.

Name of Tenderer

Name and Capacity of authorised person signing the Tender

Name of Tenderer

Name and Capacity of authorised person signing the Tender

Signature of authorised person signing the Tender

Stamp of Tenderer and date



SECTION VI - SUMMARY OF EVALUATION PROCESS

Evaluation of duly submitted tenders will be conducted along the following three main stages: -

6.1 Part 1 - Preliminary Evaluation Criteria under Paragraph 3.28 of the ITT.

MANDATORY REQUIREMENTS: This shall include confirmation of the following: -

- 6.1.1 *Submission of Tender Security - Checking its validity, whether it is Original; whether it is issued by a local bank; whether it is strictly in the format required in accordance with the sample Tender Security Form(s).*
- 6.1.2 *Submission and considering the following:-*
- 6.1.2.1 *For Local Tenderers*
- a) *Company or Firm's Registration Certificate*
 - b) *PIN Certificate.*
 - c) *Valid Tax Compliance Certificate.*
 - d) *Providing all information in Supplier Availability Details Form*
 - e) *Indication of reference number and category of goods and services on the outer envelope and first page*
 - f) *Submission of two tender document marked ORIGINAL and COPY.*
 - g) *Authentic Audited Financial Accounts for the last two years, 2016/17 and 2017/18.*
 - h) *Submission of Declaration Form*
 - i) *Ensure serialization of all pages of the bid submitted from the first page to the last page in numerical form.*
- 6.1.2.2 *For Foreign Tenderers*
- a) *Company or Firm's Registration Certificate*
 - b) *PIN Certificate or its equivalent in the country of bidder or a statement from the tax authorities in the Tenderer's country of origin indicating that such certificate or its equivalent is not issued.*
 - c) *Valid Tax Compliance Certificate or its equivalent in the country of bidder or a statement from the tax authorities in the Tenderer's country of origin indicating that such certificate or its equivalent is not issued.*

6.2 Part II - Technical Evaluation under Paragraph 3.30 of the ITT. These are:

6.2.1 Detailed Technical Evaluation

- a) *The quoted items shall be evaluated against Tender Specifications to confirm compliance of the goods and services to the specifications*
- b) *Identifying and determining any deviation(s) from the requirements; errors and oversights.*
- c) *Submission and considering Tender Form duly completed and signed.*
- d) *That the Tender is valid for the period required.*
- e) *Submission and considering the Confidential Business Questionnaire:-*
 - i) *Is fully filled.*
 - ii) *That details correspond to the related information in the bid.*
 - iii) *That the Tenderer is not ineligible as per paragraph 3.2 of the ITT.*
- f) *Submission of Recommendation letters from at least three corporate organizations*
- g) *Record of unsatisfactory or default in performance obligations in any contract shall be considered. This shall include any Tenderer with unresolved case(s) in its performance obligations for more than two (2) months in any contract.*
- h) *Attachment of Certificate from the Manufacturer / Certificate from the Regulatory Body/ISO Certification /Certificate from Other Relevant Body.*
- i) *Three LPOs from organizations where you have supplied Similar Products.*

Summary of Technical Evaluation Criteria

S/NO.	TECHNICAL EVALUATION CRITERIA	MARKS ALLOCATED
1	Written confirmation on Terms Of Payment Of 30 Days Credit Period on the Firms Letterhead	10
2	Duly completed Form of Tender stamped and signed & Schedule of requirements duly filled indicating items offered and their prices. The bid submitted conforms to the required Specifications of the items and the Unit of issue as provided in the tender document(Provide the unit of issue and specifications of the item you are quoting for)	20
3	Duly completed Declaration Form stamped and signed	07
4	Confidential Business Questionnaire (CBQ) duly filled stamped and signed	15
5	Three Recommendation Letters bearing a name, contact person and Three Copies of LPOs or contracts from different Corporate organizations where you have supplied a similar product or service for the last 3 years	18
7	Evidence of Ownership of Delivery Vehicles	10

The above mentioned part will carry a maximum weight of 80 Marks

The Pass MARK WILL BE 70 Marks

Tenders shall proceed to Financial Evaluation stage only if they qualify in compliance with Parts I and II i.e. Preliminary and Technical stages.

6.3 Part III – Financial Evaluation under Paragraph 3.31 of the ITT.

6.3.1 This will include the following: -

- a) *Confirmation of the authenticity and sufficiency of the submitted Tender Security.*
- b) *Confirmation of and considering Price Schedule duly completed and signed.*
- c) *Checking that the Tenderer has quoted prices based on Delivery Duty Paid (DDP) terms/ (VAT inclusive),*
- d) *Checking submission of audited financial accounts required which must be those that are reported within fifteen (15) calendar months of the date of the tender document.*
- e) *Conducting a financial comparison.*
- f) *Correction of arithmetical errors,*
- g) *Taking into account the cost of any deviation(s) from the tender requirements,*
- h) *Considering information submitted in the Confidential Business Questionnaire against other information in the bid including:-*
 - i) *Declared maximum value of business*
 - ii) *Shareholding and citizenship for preferences where applicable.*

6.3.2 Confirming the following: -

6.3.2.1 that the Supplier's offered Delivery Schedule meets The Technical University of Kenya's requirements.

6.3.2.2 that the Supplier's offered Terms of Payment meets The Technical University of Kenya's requirements.

TECHNICAL TO FINANCIAL WILL BE IN THE RATIO OF 80:20

6.4 The Successful Tenderer shall be the one with the lowest evaluated price.

***NOTES: -**

1. For purposes of evaluation, the exchange rate to be used for currency conversion shall be the selling exchange rate ruling on the date of tender closing provided by the Central Bank of Kenya. (Visit the Central Bank of Kenya website).
2. Total tender value means the Tenderer's total tender price inclusive of Value Added Tax (V.A.T) for the goods it offers to supply.

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SECTION VII - STANDARD FORMS

7.1 FORM OF TENDER

Date _____

Tender No. _____

**To: The Vice Chancellor
The Technical University of Kenya
P. O Box 52428 – 000200
NAIROBI.**

Gentlemen and/or Ladies:

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

7.2 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 applied to your type of business

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

Part 1 – General

Business Name

.....

Location of business premises.

.....

Plot No..... Street/Road

Postal Address

Tel No. Fax

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:

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

Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company-

Nominal Kshs. Issued Kshs.

Given details of all directors as follows

	Name	Nationality	Citizenship Details	Shares
1
2
3
4
5

Date Signature of Candidate

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

7.3 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, delivery installation and commissioning of
[name and/or description of the equipment]
 (hereinafter called “the Tender”) KNOW
 ALL PEOPLE by these presents that WE of
 having our registered office at
 (hereinafter called “the Bank”), are bound unto [name
 of Procuring entity} (hereinafter called “the Procuring entity”) in
 the sum of
 for which payment well and truly to be made to the
 said Procuring entity, the Bank binds itself, its successors, and assigns by these
 presents. Sealed with the Common Seal of the said Bank this
 day of _____ 20 _____ .

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

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

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

 [signature of the bank]

(Amend accordingly if provided by Insurance Company)

7.4 PERFORMANCE SECURITY FORM

**To: The Vice Chancellor
The Technical University of Kenya
P. O Box 52428 – 000200
NAIROBI.**

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]

7.5 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

**To: The Vice Chancellor
The Technical University of Kenya
P. O Box 52428 – 000200
NAIROBI.**

[name of tender]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, *[name and address of tenderer]* (hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

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

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid 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]

7.6 DECLARATION FORM

Date _____

To:

The Technical University of Kenya
P.O.BOX 502428-00200,
Nairobi-Kenya.

TEL:+254(020) 338232/338755/219690

Ladies and Gentlemen,

The Tenderer i.e. (full name and complete physical and postal address) declare _____
 _____ the following: -

- a) That I/ We have not been debarred from participating in public procurement by any body, institution or person.
- b) That I/ We have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement anywhere.
- c) That I/We or any director of the firm or company is not a person within the meaning of paragraph 3.2 of ITT (Eligible Tenderers) of the Instruction to Bidders.
- e) That I/ We are not associated with any other Tenderer participating in this Tender.
- f) That I/We do hereby confirm that all the information given in this tender is accurate, factual and true to the best of our knowledge.

Yours sincerely,

 Name of Tenderer

 Signature of duly authorised person signing the Tender

 Name and Capacity of duly authorised person signing the Tender

 Stamp or Seal of Tenderer

 Stamp or Seal of Tenderer

7.7 DRAFT LETTER OF NOTIFICATION OF AWARD

To: (Name and full address of the Successful Tenderer)

Date:.....

Dear Sirs/ Madams,

RE: NOTIFICATION OF AWARD OF TENDER NO.

We refer to your Tender dated..... and are pleased to inform you that following evaluation, your Tender has been accepted as follows: -

.....
.....

This notification does not constitute a contract. The formal Contract Agreement, which is enclosed herewith shall be entered into upon expiry of fourteen (14) days from the date hereof but not later than thirty (30) days after expiry of tender validity pursuant to the provisions of the Public Procurement and Disposal Act, 2005 (*or as may be amended from time to time or replaced*).

Kindly sign, and seal the Contract Agreement. Further, initial and stamp on all pages of the documents forming the Contract that are forwarded to you with this letter. Thereafter return the signed and sealed Contract together with the documents to us within fourteen (14) days of the date hereof for our further action.

We take this opportunity to remind you to again note and strictly comply with the provisions as regards the Tender Security, Signing of Contract and Performance Security as stated in the Instructions to Tenderers.

We look forward to a cordial and mutually beneficial business relationship.

Yours faithfully,

FOR: THE TECHNICAL UNIVERSITY OF KENYA

PROCUREMENT MANAGER.

Enclosures

7.8 DRAFT LETTER OF NOTIFICATION OF REGRET

To: (Name and full address of the Unsuccessful Tenderer)

Date:.....

Dear Sirs/ Madams,

RE: NOTIFICATION OF REGRET IN RESPECT OF TENDER NO.

We refer to your Tender dated..... and regret to inform you that following evaluation, your Tender is unsuccessful. It is therefore not accepted. The brief reasons are as follows:-

1.
2.
3. etc...

The successful bidder was _____.

However, this notification does not reduce the validity period of your Tender Security. In this regard, we request you to relook at the provisions regarding the Tender Security, Signing of Contract and Performance Security as stated in the Instructions to Tenderers.

You may collect the tender security from our Procurement *Department* , *The Technical University of Kenya, Nairobi* only after expiry of twenty five (25) days from the date hereof. It is expected that by that time TUK and the successful bidder will have entered into a contract pursuant to the Public Procurement and Disposal Act, 2005 (*or as may be amended from time to time or replaced*). When collecting the Security, you will be required to produce the original of this letter.

We thank you for the interest shown in participating in this tender and wish you well in all your future endeavours.

Yours faithfully,

FOR: THE TECHNICAL UNIVERSITY OF KENYA

PROCUREMENT MANAGER.

7.9 CONTRACT AGREEMENT FORM

THIS AGREEMENT made this.....day of.....20.... **BETWEEN**
THE TECHNICAL UNIVERSITY OF KENYA of Post Office Box Number
 52428, -00200, Nairobi in the Republic aforesaid (*hereinafter referred to as the*
“TUK”) of the one part,

AND

.....
 (*Supplier’s full name and principal place of business*) a duly registered entity
 according to the laws of..... (*state country*) and of Post Office Box
 Number.....(*full address of Supplier*) in the Republic
 aforesaid, (*hereinafter referred to as the “Supplier”*) of the other part;

WHEREAS TUK invited tenders for certain goods, that is to say for
(*TUK insert description*
of goods) under Tender Number..... (*KPLC insert tender number*)

AND WHEREAS TUK has accepted the Tender by the Supplier for the goods in the sum
 of(*TUK specify the*
total amount in words which should include any payable taxes, duties and
insurance where applicable e.g. Value Added Tax) (*hereinafter called “the Contract*
Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract and the Tender Document.
2. Unless the context or express provision otherwise requires: -
 - a) reference to “this Agreement” includes its recitals, any schedules and documents mentioned hereunder and any reference to this Agreement or to any other document includes a reference to the other document as varied supplemented and or replaced in any manner from time to time.

- b) any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made there-under.
 - c) words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.
 - d) words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the “*Supplier*” the covenants, agreements obligations expressed to be made or performed by the Supplier shall be deemed to be made or performed by such persons jointly and severally.
 - e) where there are two or more persons included in the expression the “*Supplier*” any act default or omission by the Supplier shall be deemed to be an act default or omission by any one or more of such persons.
3. In consideration of the payment to be made by TUK to the Supplier as hereinafter mentioned, the Supplier hereby covenants with TUK to supply the goods and remedy any defects thereon in conformity in all respects with the provisions of the Contract.
 4. TUK hereby covenants to pay the Supplier in consideration of the proper supply 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.
 5. The following documents shall constitute the Contract between TUK and the Supplier and each shall be read and construed as an integral part of the Contract: -
 - a) this Contract Agreement
 - b) the Special Conditions of Contract as per the Tender Document
 - c) the General Conditions of Contract as per the Tender Document
 - d) the Price Schedules submitted by the Supplier and agreed upon with TUK
 - e) the Technical Specifications as per TUK’s Tender Document
 - f) the Schedule of Requirements
 - g) TUK’s Notification of Award dated.....
 - h) the Tender Form signed by the Supplier
 - i) the Declaration Form signed by the Supplier/ successful Tenderer
 - j) the Warranty
 6. In the event of any ambiguity or conflict between the contract documents listed above, the order of precedence shall be the order in which the contract

documents are listed in 5 above except where otherwise mutually agreed in writing.

7. The Commencement Date shall be the working day immediately following the fulfillment of all the following: -
 - a) Execution of this Contract Agreement by TUK and the Supplier.
 - b) Issuance of the Performance Bond by the Supplier and confirmation of its authenticity by TUK.
 - c) Issuance of the Official Order by TUK to the Supplier.
 - d) Where applicable, Opening of the Letter of Credit by TUK.
 8. The period of contract validity shall begin from the Commencement date and end on -
 - a) sixty (60) days after the last date of the agreed delivery schedule, or,
 - b) where a Letter of Credit is adopted as a method of payment, sixty (60) days after the expiry date of the Letter of Credit or the expiry date of the last of any such opened Letter of Credit whichever is later. Provided that the expiry period of the Warranty shall be as prescribed and further provided that the Warranty shall survive the expiry of the contract.
 9. It shall be the responsibility of the Supplier to ensure that its Performance Security is valid at all times during the period of contract validity and further is in the full amount as contracted.
 10. Any amendment, change, addition, deletion or variation howsoever to this Contract shall only be valid and effective where expressed in writing and signed by both parties.
 11. No failure or delay to exercise any power, right or remedy by TUK shall operate as a waiver of that right, power or remedy and no single or partial exercise of any other right, power or remedy shall operate as a complete waiver of that other right, power or remedy.
 12. Notwithstanding proper completion of delivery or parts thereof, all the provisions of this Contract shall continue in full force and effect to the extent that any of them remain to be implemented or performed unless otherwise expressly agreed upon by both parties.
-

13. Any notice required to be given in writing to any Party herein shall be deemed to have been sufficiently served, if where delivered personally, one day after such delivery; notices by electronic mail and facsimile shall be deemed to be served one day after the date of such transmission and delivery respectively (*and proof of service shall be by way of confirmation report of such transmission and or delivery*), notices sent by post shall be deemed served seven (7) days after posting by registered post (*and proof of posting shall be proof of service*), notices sent by courier shall be deemed served two (2) days after such receipt by the courier service for Local (Kenyan) Suppliers and five (5) days for Foreign Suppliers.
14. For the purposes of Notices, the address of TUK shall be **The Vice Chancellor, the Technical University of Kenya, P. O Box 52428 – 00200, NAIROBI**. The address for the Supplier shall be the Supplier's address as stated by it in the Confidential Business Questionnaire provided in the Tender Document.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya the day and year first above written.

SIGNED FOR and on **BEHALF** of **TUK**

COMPANY SECRETARY

SEALED with the **COMMON SEAL**
of the **SUPPLIER**
in the presence of:-

DIRECTOR

Affix Supplier's Seal here

DIRECTOR'S FULL NAMES

and in the presence of:-

DIRECTOR/ COMPANY SECRETARY

DIRECTOR/ COMPANY SECRETARY'S FULL NAMES

*OR

SIGNED BY and on BEHALF
of the **SUPPLIER**

SIGNATURE OF THE SUPPLIER

FULL NAMES OF THE SUPPLIER

***NOTES TO THE SUPPLIER**

1. *Please note that the alternative is applicable IF AND ONLY IF the Supplier is not a registered company but has tendered, and, is trading as a sole proprietor or a partnership as provided in the Confidential Business Questionnaire or is registered as a business name.*
2. *In all other cases, the Supplier is required to execute the contract as first provided.*

7.10 MANUFACTURER’S AUTHORIZATION FORM

(To Be Submitted On Manufacturer’s Letterhead)

To:

The Technical University of Kenya
P.O.BOX 502428-00200,
Nairobi-Kenya.

TEL:+254(020) 338232/338755/219690

WHEREAS WE(*name of the manufacturer*) who are established and reputable manufacturers of
(*name and description of the goods*) having factories at (*full address and physical location of factory(ies) where goods to be supplied are manufactured*) do hereby confirm that
(*name and address of Supplier*) is authorized by us to transact in the goods required against your Tender (*insert reference number and name of the Tender*) in respect of the above goods manufactured by us.

WE HEREBY extend our full guarantee and warranty as per the Conditions of Contract for the goods offered for supply by the above firm against the Invitation to Tender.

DATED THIS..... DAY OF.....20.....

Signature of duly authorised person for and on behalf of the Manufacturer.

Name and Capacity of duly authorised person signing on behalf of the Manufacturer

NOTES TO TENDERERS AND MANUFACTURERS

Only a competent person in the service of the Manufacturer should sign this letter of authority.

7.11 SUPPLIER AVAILABILITY DETAILS FORM

BUSINESS NAME:	
PHYSICAL ADDRESS	
TOWN/CITY	
LR NUMBER	
STREET	
FLOOR	
DOOR NO.	
OTHER LAND MARK	
DRAWING/MAP OF LOCATION	
TELEPHONE	
MOBILE	
EMAIL	
POSTAL ADDRESS	

Yours sincerely,

Name of Tenderer

Signature of duly authorized person signing the Tender

Name and Capacity of duly authorized person signing the Tender

Stamp or Seal of Tenderer

Stamp or Seal of Tenderer