

**TENDER DOCUMENT**

**FOR**

**SUPPLY OF DRY FOOD AND GENERAL  
PROVISION**

**TENDER NO. KUC/08/2018/2019**

**SPECIFY THE CAMPUS YOU WOULD LIKE TO BE  
CONSIDERED. PLEASE INDICATE BELOW: (√)**

**NAIROBI (THIKA ROAD)**

**KISUMU CAMPUS**

**MOMBASA CAMPUS**

**APRIL, 2018**

# **KENYA UTALII COLLEGE, NAIROBI**

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# **KENYA UTALII COLLEGE, NAIROBI**

## **KENYA UTALII COLLEGE TENDER ADVERTISEMENT**

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

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

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

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

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21	KUC/21/2018/2019	Supplier for Building Contractor	NIL	Valid classification and approval by the National Construction Authority <b>(NCA 2 and above )</b>	OPEN
	<b>Reserved Tenders for Special Category - Goods</b>				
22	KUC/22/2018/2019	Toner, Printer Cartridge and Flash disk	NIL		YOUTH
23	KUC/23/2018/2019	Supply and Delivery of Stationery	NIL		YOUTH
	<b>Reserved Tenders for Special Category - Services</b>				
24	KUC/24/2018/2019	Gardening Services	NIL		YOUTH
25	KUC/25/2018/2019	Garbage Collection Services	NIL		YOUTH
26	KUC/26/2018/2019	Sanitary Disposal Services	NIL		WOMEN
27	KUC/27/2018/2019	Provision of Cleaning Services	NIL		YOUTH
28	KUC/28/2018/2019	Preventive Maintenance Service and repair of Computers, Printers, Network Points, Photocopiers and other Office Equipment	NIL		YOUTH
	<b>REGISTRATION</b>				
29	KUC/29/2018/2019	Suppliers for Provision of Linen.	NIL		YOUTH
30	KUC/30/2018/2019	Suppliers for Provision of design & Printing of branded promotional materials & signage services e.g. banners, T-shirt and brochures	NIL		WOMEN
31	KUC/31/2018/2019	Suppliers for Supply and Delivery of computer, Photocopier, LCD	NIL		YOUTH

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		Projectors and Accessories			
32	KUC/32/2018/2019	Suppliers for Provision of Wines & Spirit	NIL		YOUTH
33	KUC/33/2018/2019	Suppliers for Provision of Audio Visual, ceremonial lighting and other related equipment's on hire.	NIL		YOUTH
34	KUC/34/2018/2019	Suppliers for provision of tents, chairs (all on hire) and other related party accessories.	NIL		WOMEN
35	KUC/35/2018/2019	Suppliers for Provision of Crockery, Cutlery, & Glassware & Kitchen Tools	NIL		OPEN
36	KUC/36/2018/2019	Suppliers for Provision of Fresh Flowers	NIL		WOMEN
37	KUC/37/2018/2019	Suppliers for Provision of Hardware items	NIL		YOUTH
38	KUC/38/2018/2019	Suppliers for Provision of Electrical Items	NIL		WOMEN
39	KUC/39/2018/2019	Suppliers for Provision of Office Furniture	NIL		PERSONS WITH DISABILITY
40	KUC/40/2018/2019	Supplier for Supply Bulk LPG(Gas)	NIL	A proof of registration with Energy Commission of Kenya	OPEN
41	KUC/41/2018/2019	Suppliers for Provision of Kitchen Equipment Heavy duty	NIL	Proof of dealership/Manufacturers' authorization	OPEN
42	KUC/42/2018/2019	Provision of Air Ticketing and Related Services	NIL	(IATA)registered firms only	OPEN
43	KUC/43/2018/2019	Supplier for Boiler services & Maintenance	NIL		OPEN
44	KUC/44/2018/2019	Suppliers for Supply of Games, Sport item and Equipment	NIL	Proof of dealership/Manufacture authorization	OPEN
45	KUC/45/2018/2019	Suppliers for Training First Aid	NIL		OPEN
46	KUC/46/2018/2019	Suppliers for Supply of college Books	NIL		OPEN

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47	KUC/47/2018/2019	Suppliers for supply of computer software's, Network switches, firewall appliances, routers, antivirus & firewall licenses, structured cabling, DR/Data centre solution, UPS and virtualization.	NIL	Proof of dealership/manufacturer authorization	youth
48	KUC/48/2018/2019	Suppliers for Motor Vehicle Repairs and Maintenance Services (Garages)	NIL		OPEN
49	KUC/49/2018/2019	Suppliers for provision of legal services.	NIL	Valid practicing certificate of Professional Body (LSK)	OPEN
50	KUC/50/2018/2019	Suppliers for Provision of Medical Consultancy Services	NIL	Valid membership of Professional Body. Indicate consultancy fee per visit	OPEN
51	KUC/51/2018/2019	Suppliers for provision of fumigation & Pest Control Services.	NIL	Approval by the Directorate of Occupational Safety & Health Services	YOUTH
52	KUC/52/2018/2019	Suppliers for Repairs, Maintenance and Service of laundry machines and Equipment.	NIL		OPEN
53	KUC/53/2018/2019	Suppliers for servicing firefighting equipment and related items	NIL		YOUTH
54	KUC/54/2018/2019	Suppliers for cleaning and extraction of kitchen hoods	NIL		OPEN
55	KUC/55/2018/2019	Suppliers of Vehicle tyres, batteries and spare parts	NIL		OPEN
56	KUC/56/2018/2019	Suppliers of Human Resources Training and consultancy services	NIL	As per requirements on Form IV (attach relevant CVs	OPEN

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				& Certificates)	
57	KUC/57/2018/2019	Suppliers for Auctioneer services	NIL		OPEN
58	KUC/58/2018/2019	Suppliers for servicing and Maintenance of air conditioners	NIL		OPEN
59	KUC/59/2018/2019	Suppliers for Maintenance and servicing of CCTVs.	NIL		OPEN
60	KUC/60/2018/2019	Suppliers for Hiring of Ambulance Services.	NIL		OPEN
61	KUC/61/2018/2019	Suppliers for service and Maintenance of Kitchen Equipment's.	NIL		OPEN
62	KUC/62/2018/2019	Suppliers for PABX and Telephone line maintenance	NIL		OPEN
63	KUC/63/2018/2019	Supplier for Small works	NIL	NCA 6 and above	open
64	KUC/64/2018/2019	Supplier for service and maintenance of Borehole	NIL		Open
65	KUC/65/2018/2019	Supplier for Provision of Hotel Conference facility (Nairobi, Kisumu, Nakuru, Mombasa, Eldoret, Naivasha)	NIL		OPEN
66	KUC/66/2018-2019	Supplies for maintenance of Weighing Scales	NIL		OPEN
67	KUC/67/2018-2019	Supplies of Mineral Water	NIL		OPEN
68	KUC/68/2018-2019	Suppliers of Refrigeration equipment & Cold Room Spares	NIL		YOUTH

Details of these tenders can be accessed through link **supplier.treasury.go.ke** or **KUC Website** [www.utalii.ac.ke](http://www.utalii.ac.ke)

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

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



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

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

Canvassing will lead to automatic disqualification. Report corruption issues to: [reportcorruption@utalii.co.ke](mailto:reportcorruption@utalii.co.ke)

**THE PUBLIC IS ADVISED TO DISREGARD ANNUAL TENDER ADVERT FOR KENYA UTALII COLLEGE THAT APPEARED IN "MY GOV" NEWSPAPER ON 17<sup>TH</sup> APRIL,2018.**

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

*ISO 9001:2008  
Certified*



# **KENYA UTALII COLLEGE, NAIROBI**

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## **Section A. Introduction**

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

## **CHECKLIST FOR BASIC REQUIREMENTS**

### **A. PRELIMINARY EVALUATION**

<b>NO.</b>	<b>ITEM DESCRIPTION</b>	<b>REMARKS</b>
1.	Bid Bond (Original)	<b>30,000.00</b>
2.	Serialize you Tender Documents	

#### **NOTE**

1. Insert bid bond between 1<sup>st</sup> and 3<sup>rd</sup> page of the Tender Document.

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## **B. ATTACHMENTS REQUIRED**

<b>Preliminary</b>  <ol style="list-style-type: none"><li>1. Certificate of Registration/Incorporation</li><li>2. Tax compliance certificate</li><li>3. Trade License</li><li>4. Attach CR-12 Form</li></ol>	
<b>Section F2</b>  <ol style="list-style-type: none"><li>1. Evidence of business related to tender</li><li>2. Copies of LPOs/Contracts</li></ol>	
<b>Section F3</b> Certified copies audited accounts	

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## **Section B. Invitation for Tenders**

Date \_\_\_\_\_

To: \_\_\_\_\_ (name of tenderer)  
\_\_\_\_\_/address  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir/Madam,

Reference: \_\_\_\_\_  
[Tender name & number]

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

You may purchase a complete set of Tender document

From \_\_\_\_\_  
[Mailing address, facsimile, e-mail numbers]

Upon payment of non-refundable fee of Kshs. \_\_\_\_\_

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

\_\_\_\_\_  
[Address and physical location]

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

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

Yours faithfully,

\_\_\_\_\_

## **Section C. General Information**

### **Introduction**

#### **1. Eligible Tenders**

- 1.1 This invitation for Tenders is open to all tenderers eligible as described in the tender documents. Successful tenderers shall complete the supply of goods by the intended completion date specified in the tender documents.
- 1.2 Tenderers shall provide the qualification information statement that the tenderer (including all members of joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this invitation for tenders.
- 1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

#### **2. Eligible Goods**

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

#### **3. Cost of Tendering**

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

## **The Tender Document**

### **4. Contents**

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

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

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

### **5. Clarification of Documents**

- 5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by cable (hereinafter, the term cable is deemed to include telex and facsimile) at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderer that have received the tender document.

### **6. Amendment of Documents**

- 6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by prospective tenders, may modify the tender documents by amendment.
- 6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by cable and will be binding on them.

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

## **Preparation of Tenders**

### **7. Language of Tender**

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

### **8. Documents Comprising the Tender**

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

### **9. Tender Form**

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

### **10. Tender Prices**

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

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- 10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:-
- (i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable) including all customs duties and sales and other taxes already paid or payable;
  - (ii) charges for inland transportation insurance and other local costs incidental to delivery of the goods to their final destination; and
- 10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 22.

## **11. Tender Currencies**

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

## **12. Tenderers Eligibility and Qualifications**

- 12.1 Pursuant to paragraph 1 of section III, the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 12.2 The documentary evidence of the tenderer eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 1 of section III.
- 12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction:
- (a) That, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise procure, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods;
  - (b) That the tenderer has the financial, technical, and production capability necessary to perform the contract.



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

## **13. Goods Eligibility and conformity to Tender Document**

- 13.1 Pursuant paragraph 2 of this section the tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract.
- 13.2 The documentary evidence of the eligibility of the goods shall consist of statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
  - (a) A detailed description of the essential technical and performance characteristics of the goods;
  - (b) A list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
  - (c) A clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or statement of deviations and exceptions to the provisions of the Technical Specifications.
- 13.4 For purposes of the commentary to be furnished pursuant to paragraph 13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalent to those designated in the Technical Specifications.

## **14. Tender Security**

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

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

## **15. Validity of Tenders**

- 15.1 Tenders shall remain valid for 120 days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 15.2 In exception circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

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## **16. Format and Signing of Tender**

16.1 The Procuring entity shall prepare one original tender document.

16.2 The original tender document shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

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

## **Submission of Tenders**

### **17. Sealing and Marking of Tenders**

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

17.2 The outer envelope shall:

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

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

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

### **18. Deadline for Submission of Tenders**

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

18.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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## **19. Modifications and Withdrawal of Tenders**

- 19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the procuring entity prior to the deadline prescribed for submission of tenders.
- 19.2 The tenders modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provision of paragraph 17. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 19.3 No tender may be modified after the deadline for submission of tenders.
- 19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the tender form. Withdrawal of a tender during this interval may result in tenderers forfeiture of its tender's security, pursuant to paragraph 14.7

## **OPENING AND EVALUATION OF TENDERS**

### **20. Opening of Tenders**

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

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

- 20.2 The tenderers names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 20.3 The procuring entity will prepare minutes of the tender opening.

### **21. Clarification of Tenders**

- 21.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substances of the tender shall be sought, offered, or permitted.
- 21.2 Any effort by the tenderer to influence the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

# **KENYA UTALII COLLEGE, NAIROBI**

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## **22. Preliminary Examination**

- 22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 22.3 The procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 22.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **23. Evaluation and Comparison of Tenders**

- 23.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 22.
- 23.2 The Procuring entity's evaluation of a tender will exclude and not take into account:
- (a) In the case of goods manufactured in Kenya or goods of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenders; and
  - (b) Any allowance for price adjustment during the period of execution of the contract, if provided in the tender.
- 23.3 The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within Kenya, such price to include all costs, as well as duties

# **KENYA UTALII COLLEGE, NAIROBI**

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and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.

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

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

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

**(a) *Delivery schedule***

- (i) The procuring entity requires that the goods under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

**(b) *Deviation in payment schedule***

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

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

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

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## **24. Contracting the Procuring entity**

- 24.1 Subject to paragraph 21, no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of tender opening to the time the contract is awarded.
- 24.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

## **Award of Contract**

### **25. Post-qualification**

- 25.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 25.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 12.3 as well as such other information as the Procuring entity deems necessary and appropriate.
- 25.3 An affirmative determination will be prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tender's capabilities to perform satisfactorily.

### **26. Award Criteria**

- 26.1 Subject to paragraph 10.23 and 28 the Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that that the tenderer is determined to be qualified to perform the contract satisfactorily.

### **27. Procuring entity's right to vary quantities**

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

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

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

## **29. Notification of Award**

29.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

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

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

## **30. Signing of Contract**

30.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

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

## **31. Performance Security / bond**

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

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



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## **32. Corrupt Fraudulent Practices**

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

- (a) defines, for the purposes of this provision, the terms set forth below as follows:-
  - (i) 'corrupt practice' means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) 'fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;
- (b) Will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.

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

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## **Section D. General Conditions of Contract**

### **1. Definitions**

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

- (a) “The contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the contract Form signed by the parties, including all attachment and appendices thereto and all documents incorporated by reference therein.
- (b) “The contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means all the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

### **2. Application**

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

### **3. Country of Origin**

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

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

### **4. Standards**

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

### **5. Use of contract documents and Information**

5.1 The Candidates shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan or drawing, pattern, sample or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

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- 5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 5.1 above.
- 5.3 Any document, other than the contract itself, enumerated in paragraph 5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the contract if so required by the Procuring entity.

## **6. Patent Rights**

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

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

- 7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security which shall be 5% of the contract sum. The Performance bond must be submitted to the procuring entity duly signed, sealed and stamped from an approved bank/PPOA approved insurance company.
- 7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.
- 7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the contract, including any warranty obligations, under the Contract.

## **8. Inspection and Tests**

- 8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

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- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring entity may reject the Goods, and the tenderer shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 8.4 The Procuring entity's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring entity or its representative prior to the Goods' delivery.
- 8.5 Nothing in paragraph 8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

## **9. Packing**

- 9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

## **10. Delivery and Documents**

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

## **11. Insurance**

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

## **12. Payment**

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

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## **13. Prices**

13.1 Prices charged by the tenderer for Goods delivered and Services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

## **14. Assignment**

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

## **15. Subcontracts**

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

## **16. Termination for Default**

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

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

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

## **17. Liquidated Damages**

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

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## **18. Resolution of Disputes**

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

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

## **19. Language and law**

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

## **20. Force Majeure**

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

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## **Section E. Special Conditions of Contract**

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

## **Section F. Technical Specifications**

### **GENERAL**

1. These specifications describe the basic requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc. for the products they intend to supply.
2. Tenderer must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
3. All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.

#### **4 Manufacturer's Authorization Form**

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

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## **SECTION F**

### **INSTRUCTIONS TO CANDIDATES**

#### **I. INTRODUCTION**

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

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

#### **Clarifications**

The address for requesting clarification is

**The Chief Supplies Officer**

**Kenya Utalii College**

**P O Box 31052 – 00600**

**NAIROBI**

**Telephone: [020] 8563540 Extension 8452/8524**

**Mobile: 0722-205891/2, 0733-410005**

**Direct line: (020) 2608948**

**Fax: [020]8560514**

Email: [purchasing@utalii.co.ke](mailto:purchasing@utalii.co.ke)



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## **Technical Specifications**

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

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

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

## **II. CRITERIA FOR EVALUATION TO ALL SUPPLIERS**

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

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

## **III PRELIMINARY EVALUATION CRITERIA**

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

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

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

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

Attach clear copies of the following:

- i.** Certificate of incorporation or registration
- ii.** Tax compliance certificate
- iii.** Current Trade Licence
- iv.** Food hygiene and safety handling certificate from Directorate of Occupational Health.

7. If the bidder has given false information in the documents that are submitted.
8. Having relationship with any Kenya Utalii College employee that would cause conflict of interest?
9. Failure to meet the relevant conditions set out in section **E –Special Conditions of Contract.**

10. **ELIGIBILITY DISCLOSURE**

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

.....  
.....

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

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

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

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I.....declare, for and on

behalf of.....

(company/firm) that all the information furnished to Kenya Utalii College in connection with this Tender is true and accurate in all material respect. Kenya Utalii College is hereby authorized to make such inquiries to the said information including with the firms/company's clients and bankers as it may deem necessary without prior notice to the firm/company.

Information submitted by.....

Title .....

Signature.....

Stamp.....

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## **DETAILED EVALUATION CRITERIA [SELECTION PROCEDURE]**

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

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

### **F1. Supplier Relevance & Experience [40 Points]**

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

### **F2. Technical Capability [30 Points]**

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

- 2 Million and above (20) Marks
- 1.5 – 2 Million (9) Marks
- 1 – 1.5 Million (6) marks
- 0.5 – 1 Million (3) Marks

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

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

### **F3 Financial Capability (20 points)**

- a. Attach copies of certified audited accounts for the last 2 years ( 10 points)
- b. indicate by ticking below your organizations terms of payment (10 points)

Breakdown

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

### **Site visit 10 Marks**

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

### **THE PASS MARK FOR QUALIFICATION SHALL BE 70%**

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

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## **SECTION G. SCHEDULE OF REQUIREMENTS**

### **SPECIFICATIONS**

<b>ITEM DESCRIPTIONS</b>	<b>QUANTITY</b>	<b>UOM</b>	<b>UNIT PRICE</b>
Red currant jelly -210g	32	bottle	
Almond whole 500g	60	Pkt	
Cardamom Seeds 500g	100	Pkt	
Castar Sugar 500g	100	Pkt	
Bay Leaves 20g	120	Pkt	
Bi Carbonate of Soda 100g	200	Pkt	
Black Olives 340g figaro	200	Pkt	
Brown Sugar 500g	240	Tin	
Butter Beans 420g	60	ctn	
Candrel Sugar 12x12 10g	100	Pkt	
Caraway Seeds 500g	38	tin	
Red plum jam 3kilo (zesta)	46	pkts	
Rice crispies 250g	60	pkts	
Rice crispies 450g	80	pkts	
Cranberry Sauce 190g	72	Bttle	
Cream Crackers	50	Pkt	
Cremora Satchets 12x12x4g	120	Outer	
Cummin Seeds 500g	72	Pkt	
Chilli Sauce Sachet	36	ctn	
Chilli Powder [250g]	24	Pkt	
Curry Powder (2kg)	42	Pkt	

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Chocolate Ice-cream 4Kg	240	Tin	
Cinnamon Powder 500g	72	Pkt	
Cloves 500g	72	Pkt	
Cocktail Cherries 225g	120	Bttle	
Gerkins 720ml	80	btl	
Curry Powder 500g	84	Pkt	
Cocoa Powder[Cadbury]400g	72	Tin	
Cocoa Powder [Cadbury]3kg	12	Tin	
DecafenainstantCoffe100g	2400	Tin	
Mango Chutney 450g	240	Jar	
Marjoram Seeds 20g	84	Pkt	
Marzipan Paste 250gm	84	Pkt	
Marzipan Paste 500gm	84	Pkt	
Milk Powder 2kg	84	Tin	
Mini butter 10g	144	Pcs	

Mozzarella cheese 330g	288	Pkt	
Mint Sauce 125g	84	Bttle	
Mint Sweets [Patco]	100	Pkt	
Mixed Peels 500g	100	Pkt	
Olive Oil 1Ltr	72	Bttle	
Farfalle Pasta 500g	240	Pkt	
Fusilli Pasta 500g	1200	Pkt	
Icing Sugar -Patco 15kg	72	Bag	
Ground Coffee [Dorman's] 500g	2400	Pkt	
Ginger Powder 500g	50	Pkt	

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Pilau masala 500g	50	pkt	
Red Currant Jelly 200g	240	Bttle	
Orange Marmala 3kg (A10)	240	Tin	
Orange Marma ini100x20g	24	Ctn	
Oregano Herbs 15g	72	Pkt	
Oregano Herbs 20g	72	Pkt	
Red Wine Vinegar 500ml	72	Bttle	
Rosemary Leaves 20g	84	Pkt	
Peaches in Halves 825g	84	tin	
Peanut Butter 500g	24	Jar	
Peaches in halves 820g	84	tin	
Penne Pasta 500g	240	Pkt	
Pear in Syrup 825g	84	Tin	
Pineapple Slices 2.5Kg	84	Tin	
Poppy Seeds 500g	72	Pkt	
Prunes 250g	72	Tin	
Sultanas 500g	240	Pkt	
Sage Herbs 15g	72	Pkt	
Sage Herbs 20g	72	Pkt	
Sesame Seeds 500g	72	Pkt	
Whole Black Pepper 500g	72	Pkt	
Solid Pack Apples 800g	500	Tin	
Strawberry Ice Cream 4Lt	144	Can	
Sugar Satchet 5g 1x1000 (logo)	360	Ctn	
Sweet Corn 420g	240	Tin	
Tabasco sauce 60ml	72	Bttle	
Tarragon Leaves 20g	72	Pkt	

## KENYA UTALII COLLEGE, NAIROBI

Tomato Sachet 360x20g	72	Outer	
Tropical Sweets 500g	40	pkt	
Whole Mustard Seeds 500g	12	Pkt	
Whole Mushroom 780g	72	Pkt	

Whole Mushroom 500g	72	pkt	
Whole White Pepper 500g	72	Pkt	
Cerevita Cereals 250g	600	Pkt	
Cerevita Cereals 450g	400	Pkt	
Brown Rice 1kg	60	Pkt	
Royal Thai Rice 20kg	4800	Bag	
Rye Flour 2Kg	12	Pkt	
Gram Flour 2Kg	48	Pkt	
Peanuts 500g	1000	Pkt	
Dairy milk chocolate 40g	80	outer	
Double nut Chocolate 40g	80	Outer	
Fudge Chocolate 24gx12	36	outer	
Cream cheese 250g	200	pkt	
Fennel Seeds.500g	12	Pkt	
Ginger Biscuits 200g	24	pkt	
Gelatine 500g	100	PKt	
Gherkins-350gms	48	Bottl	
Groundnuts roasted 500g	20	pkts	
Glazed Cherries 500g	100	Pkt	
Glucose Syrup 500g	120	Bttle	
Glycerine 100g	240	Bttle	
Gloden Syrup 500g	12	Bttle	



## KENYA UTALII COLLEGE, NAIROBI

Green Olives 200g	15	Bttle	
GroundBlackPepper 500g	100	Pkt	
Ground Nutmeg 500g	48	Pkt	
Ground White Pepper 500g	100	Pkt	
Crisps (salted) 50g	30	pkt	
Peanut(Roasted) 80g	40	pkt	
Cashew nuts(Roasted) 80g	40	pkt	
Macadamia (Roasted) 80g	40	pkt	
Mixed Nuts (Roasted)80g	40	pkt	
Marzipan 500g	360	pkt	
Horseradish Sauce 185g	100	Bttle	
Nescafe Sache12x12x1.6g	72	Outer	
Cornflakes- 500g	600	Pkt	
Porridge Oats 1kg	600	Pkt	
Rice Crispes 450g	250	pkt	
Thyme Herbs 15g	72	Pkt	
Thyme Herbs 20g	72	Pkt	
Tomato Paste 2.2kg	240	Tin	
Tomato Paste 3.3kg	240	Tin	

Table Salt 20x1kg-kensalt	120	Bale	
Soy Sauce 600ml-Super light	84	Bttle	
Soy Sauce 625ml-Super light	84	Bttle	
Soy Sauce 700ml-Super light	84	Bttle	
Black olives Figaro 330g	84	Btl	
Tomato Ketchup 400g	400	Bottle	

## KENYA UTALII COLLEGE, NAIROBI

Corn oil-Elianto 3lts	720	Can	
Veebol fat 10kg	2400	Box	
Cinamon sticks 500gms	250	pkts	
Nescafe in Tins 200g	480	tin	
Custard Powder 12kg	12	Bag	
White coating chocolate 2.5kg	36	block	
White Wine Vinegar 700ml	240	Bttle	
Weetabix 450g	600	Pkt	
Terragon leaves 20g	150	pkt	
Dark coating chocolate 2.5kg	36	block	
Red plum Jam 3kg-Kenya Ochard	240	Tin	
Red plum Jam 3kg-Zesta	240	tin	
PINEAPPLE JUICE A10-ZESTA	240	Tin	
MANGO JUICE A10-PEPTANG	480	Tin	
ORANGE JUICE A10-PEPTANG	12	Tin	
PASSION JUICE A10- PEPTANG	36	Tin	
PINEAPPLE JUICE A10- PEPTANG	240	Tin	
French Mustards 250gms	96	bottle	
Short Macoroni 20x500g	240	Ctn	
Spagheti Santa Lucia 20x400g	360	Ctn	
Éclair sweets 500g-CARDBURRY	460	Pkt	
Éclair sweets 250g-cardburry	400	Pkt	
Éclair sweets 450g-picadelli	300	pkt	
Pakistan Rice Grade 1- 25kg-KINGBRAND	480	Bag	
Teabags 10pktx100 Satchets	120	Ctn	
Feenel seed coloured 350gms	100	pkt	

## KENYA UTALII COLLEGE, NAIROBI

Pastry margarine 10 local Ustam	24	Ctn	
Strawberry Jam Mini 100x20g	72	Ctn	
Tumeric powder 500g	120	Pkt	
White Table Vinegar 700ml	240	Bttle	
Whole Cashewnuts 500g	240	Pkt	
Desiccated Coconut 500g	84	Pkt	
Drinking chocolate 12x450g	144	Tin	
Dry Yeast 500g-angel	600	Pkt	
Aromat Seasoning 1Kg	120	Pkt	
Baking Powder 500g	600	Pkt	
Coconut Milk[Exotic]400ml	120	Pkt	

Cardamom Powder 500g	100	Pkt	
Apples in tins 2.4kg	800	Tin	
Assorted Jelly Crystals 400g	360	Pkt	
Baked Beans 3kg	100	Kg	
Capers in Vinegar 100g	100	Bttle	
Chilli Sauce 250g	600	Bttle	
Delmonte Grape Juice 1 lt	360	Pkt	
Delmonte Orange Juice 1 lt	360	Pkt	
Delmonte Pineapple Juice 1 lt	100	Pkt	
Delmonte Passion Juice 1 lt	360	Pkt	
Delmonte Tropical Mix 1 lt	1440	Pkt	
Delmonte apple Juice 1 lt	400	pkt	
Delmonte Mango Juice 1 lt	360	Pkt	
Milo 400g	84	Pkt	

## KENYA UTALII COLLEGE, NAIROBI

Mushroom 780g	200	pkt	
Apricot Jam 3kg	360	TIN	
Local Sugar 50kg	360	bag	
Cornflour 400g	288	Pkt	
Bakers (Premier flour 90kg	180	bags	
Wholemeal Premier flour 90 kg	150	bags	
Bakers Premier flour 50kg	200	Bags	
Wholemeal Premier flour 50 kg	150	Bags	
Silverskin onions 300g	98	btl	
Anchovy fillet 45g	98	Can	
Pick n peel Grape Juice 1 ltr	360	Pkt	
Pick n peel Orange Juice 1ltr	360	Pkt	
Pick n peel Pineapple Juice 1 ltr	100	Pkt	
Pick n peel Passion Juice 1 ltr	360	Pkt	
Pick n peel Tropical Mix 1 ltr	1440	Pkt	
Pick n peel apple Juice 1 ltr	400	pkt	
Pick n peel Mango Juice 1 ltr	360	Pkt	
Shoe brush medium(black and brown)	20	pcs	
Assorted mini packjuice Delmon	50	outer	
Assorted mini packjuice pick n peel	50	outer	
Assorted Food Colouring[Wilton]28.35g	210	Bttle	
Cayenne Pepper 100g	72	Pkt	
Worcestershire sauce	48	btl	
2ply tissue sifa or cossy (1x40)per	82	bales	

# KENYA UTALII COLLEGE, NAIROBI

pkt			
Servittee velvet or cossy (1x60)per pkt	100	bales	
Camomile herbal tea 1x20 pcs per pkt	250	pkt	
Dettol Soap 100gms	300	pcs	
English Mustard 100g	84	can	
Paprika Powder 500g	50	PKT	
Almond Flakes 500g	80	Pkt	
Croma Margarine 10kg	1200	ctn	
Jogoo maize meal 2kg	500	pkt	
Maize Meal [Hostess]2kg	1440	Pkt	
Tea Leaves ketepa 20x500g	120	pkt	
Tea Leaves Ketepa 10pkts x 100 satchets	480	ctn	
Red Highland Cheese 1kg	230	blk	
Vanilla essence 500g	100	can	
Pistachio ice cream 4kg	100	can	
Chocolate ice cream 4kg	100	can	
Vanilla ice cream 4kg	100	can	
Strawberry ice cream 4kg	100	can	
Garam masala 500g	50	pkt	
Aluminium foil 45cm*90cm fay	50	pcs	
Aluminium foil 45cm*30cm	400	pcs	
Aluminium foil 45cm*60cm	67	pcs	
Grease proof 1x50pc	100	Rim	

## KENYA UTALII COLLEGE, NAIROBI

Grad wrap 300m	20	pcs	
Tooth pick-individually wrapped(30pcs pkt)	100	pkt	
Cheddar Cheese 4kg	100	block	
Espresso coffee beans 500g (Dorman's)	200	pkt	
Mozzerela cheese 250g	500	blk	
Ginger powder 500g	600	pkt	
Coriandor seeds 500g	300	pkts	
Local Honey 500g	800	tin	
Famila Wimbi sour flour 1kg	300	pkt	
Famila pure wimbi 1kg	150	pkts	
Fetta cheese 250g	400	pkt	
Mixed herbs 20g	800	pkt	
5 Star Pishori /Basmati Rice long Grain 25kgs	1000	bags	
Camomile -African infusion (25 tea bags) 30g	520	pkt	
Jumbo tissue (1x12pcs)	100	ctn	
M-tork centre pull (1x6pcs)	100	ctn	
Soy sauce 700ml	100	bottle	
French mustard 250g	240	Can	
English Mustard 100g	240	can	
Expresso coffee 500g	100	pkts	
Chefs hats with utalii logo	1000	pcs	

## KENYA UTALII COLLEGE, NAIROBI

Cooks Hats with Utalii logo	1000	pcs	
Apples in tins 800g	1000	Tin	
Green Olives 420g	120	bottle	
Stuffed Olives 340g	96	bottle	
Hair net caps 21" (1x100pcs)	1000	pkts	
Cocoa Powder 320g	500	pkts	
White Table Vinegar 700ml	200	bottle	
Red Table Vinegar 700ml	200	bottle	
Mango Chutney 450g	200	bottle	
Chilli Sauce Peptung 250g	200	bottle	
Capers in Vinegar 100g	200	bottle	
ICING Sugar KSL 15KG	500	PKTS	
Milac Cream 1ltr	500	pkts	
Puratos Whippak Sweet Cream 1Litre	500	pkts	
Nescafe Satchets -Outer 84x1.6gms	500	Outer	
Drinking Straws Wrapped	100	ctn	
Herbal tea 250g (Assorted)	50	pkts	
Local Pishori Rice 25 kg Clean	300	Bag	
Yogurt 100ml	1000	Pkts	
Mints Sweets (1x80)Branded Utalii hotel logo	500	pkts	

# KENYA UTALII COLLEGE, NAIROBI

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## Section H. Tender Security Form

Whereas ..... [name of the tenderer]  
Hereinafter called "the tenderer" has submitted its tender dated ..... (date  
of submission of tender] for the supply of .....  
[Name and/or description of the goods]  
(hereinafter called "the Tender") .....  
**KNOW ALL PEOPLE** by these presents that **WE** .....  
of ..... having our registered office at  
[Name of Procuring entity] (hereinafter called "the Procuring entity") - **See Attached  
Schedule For Applicable Bid Bonds** - for which payment well and truly to be made to  
the said Procuring entity, the Bank binds itself, its successors, and assigns by these  
presents. Sealed with the common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_

### THE CONDITIONS of this obligation are:

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

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will not claim the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

[Signature of Bank] \_\_\_\_\_



# **KENYA UTALII COLLEGE, NAIROBI**

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## **Section I. Contract Form**

THIS AGREEMENT made the ..... day of ..... 20..... between ..... [name of Procurement entity] of ..... [Country of Procurement entity] (hereinafter called “the Procuring entity”) of the one part and ..... [name of tenderer] of ..... [city and country of tenderer] (hereinafter called “the tenderer”) of the other part.

WHEREAS the Procuring entity invited tenders for certain goods, viz ..... [brief description of goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of ..... [contract price in words and figures] (hereinafter called “the contract Price”).

### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Tender Form and the Price Schedule submitted by the tenderer;
  - (b) The Schedule of Requirements;
  - (c) The Technical Specifications;
  - (d) The General Conditions of Contract;
  - (e) The Special Conditions of Contract; and
  - (f) The Procuring entity’s Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the goods and the remedying of defects therein, the contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

# **KENYA UTALII COLLEGE, NAIROBI**

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Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer)  
In the presence of \_\_\_\_\_

# **KENYA UTALII COLLEGE, NAIROBI**

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## **Section J. Bank Guarantee for Advance Payment**

To: .....  
[Name of Procuring Entity]

[Name of Tender) .....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the general conditions of contract to provide for advance payment,

.....  
[Name and address of tenderer] (hereinafter called "the tenderer") shall deposit with the procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the contract in an amount of .....[Amount of guarantee in figures and words].

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

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until ..... (date).

Yours truly,

Signature and Seal of the Guarantors

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**[Name of Bank or Financial Institution]**

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**[Address]**

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**[Date]**

# **KENYA UTALII COLLEGE, NAIROBI**

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## **LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

\_\_\_\_\_  
\_\_\_\_\_

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

*(FULL PARTICULARS)* \_\_\_\_\_

\_\_\_\_\_

**SIGNED FOR ACCOUNTING OFFICER**

# KENYA UTALII COLLEGE, NAIROBI

## CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

*Part 1 – General:*

Business Name .....

Location of business premises.  
 .....

Plot No..... Street/Road  
 .....

Postal Address ..... Tel No. .... Fax ..... E mail  
 .....

Nature of Business,.....

Registration Certificate No. ....

Maximum value of business which you can handle at any one time – Kshs.  
 .....

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

Part 2 (a) – Sole Proprietor

Your name in full ..... Age .....

Nationality ..... Country of origin .....

- Citizenship details  
 .....
- .....

Part 2 (b) Partnership

Given details of partners as follows:

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
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# **KENYA UTALII COLLEGE, NAIROBI**

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- |        |
|--------|
| 1..... |
| 2..... |
| 3..... |
| 4..... |
| 5..... |

Date ..... Seal/Signature of Candidate

.....

# **KENYA UTALII COLLEGE, NAIROBI**

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## **MANUFACTURER'S AUTHORIZATION FORM**

To [name of the Procuring entity] .....

WHEREAS ..... [name of the manufacturer] who are established and reputable manufacturers of ..... [name and/or description of the goods] having factories at ..... [address of factory] do hereby authorize ..... [name and address of Agent] to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. .... [reference of the Tender] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

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[Signature for and on behalf of manufacturer]

*Note:* This letter of authority should be on the letterhead of the Manufacturer and should be signed by an authorized person.

# KENYA UTALII COLLEGE, NAIROBI

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## PERFORMANCE SECURITY FORM

To .....  
[*name of Procuring entity*]

**WHEREAS** ..... [*name of tenderer*] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. \_\_\_\_\_ [*reference number of the contract*] dated \_\_\_\_\_ 20 \_\_\_\_\_ to \_\_\_\_\_ supply ..... [*description of goods*] (hereinafter called “the Contract”).

**AND WHEREAS** it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

**AND WHEREAS** we have agreed to give the tenderer a guarantee:

**THEREFORE WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ..... [*amount of the guarantee in words and figure*] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of ..... [*amount of guarantee*] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signed and seal of the Guarantors

\_\_\_\_\_  
[*name of bank or financial institution*]

\_\_\_\_\_  
[*address*]

\_\_\_\_\_  
[*date*]

(Amend accordingly if provided by Insurance Company)