



FRAMEWORK CONTRACT TENDER DOCUMENT

FOR

**SUPPLY AND DELIVERY OF PETROL,
DIESEL & LUBRICANTS**

FOR THE FINANCIAL YEAR 2019/2020-2020/2021

TENDER NO. KCNP/T/23A/FA/2019/2021

SUBMISSION DEADLINE: FRIDAY 12TH JULY 2019 AT 2:00PM

The Chief Principal

P O Box 81220-80100

Cell: 0712725554/0710389727

E-mail: info@kenyacoastpoly.ac.ke

Website: www.kenyacoastpoly.ac.ke

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SECTION I - INVITATION TO TENDER

Kenya Coast National Polytechnic, situated along Kisauni Road, Mombasa, invites interested and eligible candidates to tender for the supply and delivery of the following goods and services under framework contracting for the calendar year 2019/2020-2020/2021

TENDER FOR FRAMEWORK CONTRACTING OF SUPPLIERS FOR GOODS AND SERVICES FOR 2019-2021 FINANCIAL YEAR		TARGET GROUP
CATEGORY A(GOODS)	ITEM DESCRIPTION	
KCNP/T/01A/FA/2019-2021	Supply and delivery of fruits and vegetables.	Open
KCNP/T/02A/FA/2019-2021	Supply and delivery of dairy and meat products e.g., yoghurt, milk, eggs, meat products etc.	Open
KCNP/T/03A/FA/2019-2021	Supply and delivery of food and beverages e.g., bread, juice etc.	Open
KCNP/T/04A/FA/2019-2021	Supply and delivery of dry goods e.g. beans, flour, maize, rice etc.	Open
KCNP/T/05A/FA/2019-2021	Supply and delivery of general office stationery.	Open
KCNP/T/06A/ FA/2019-2021	Supply and delivery of library textbooks and equipment.	Open
KCNP /T/07A/ FA/2019-2021	Supply and delivery of soft furnishing materials e.g. curtains.	Open
KCNP/T/08A/ FA/2019-2021	Supply and delivery of electrical and electronic accessories, appliances and equipment.	Open
KCNP/T/09A/ FA/2019-2021	Supply and delivery of mechanical & welding engineering materials.	Open
KCNP /T/10A/ FA/2019-2021	Supply and delivery of general building materials, hardware and fittings items.	Open
KCNP /T/11A/ FA/2019-2021	Supply and delivery of cleaning materials, detergents and disinfectants	Special
KCNP/T/12A/ FA/2019-2021	Supply and delivery of human drugs and medicines	Open
KCNP/T/13A/ FA/2019-2021	Supply and delivery of laboratory chemicals and equipment.	Open
KCNP/T/14A/ FA/2019-2021	Supply and delivery of clothing and textiles materials.	Open
KCNP/T/15A/ FA/2019-2021	Supply and delivery of sports equipment and uniforms.	Open
KCNP/T/16A/ FA/2019-2021	Supply and delivery of staff and students promotional t-shirts.	Open
KCNP /T/17A/ FA/2019-2021	Supply and delivery of charcoal and	Open

	firewood	
KCNP /T/18A/ FA/2019-2021	Supply of bottled Drinking water	Open
KCNP /T/19A/ FA/2019-2021	Supply and delivery of bulk L.P.G, welding and cooking gas	Open
KCNP/T /20A/ FA/2019-2021	Supply and delivery of kitchen ware	Open
KCNP/T/21A/ FA/2019-2021	Supply and delivery of motor vehicle auto spare parts and accessories	Open
KCNP /T/22A/ FA/2019-2021	Supply and delivery of motor vehicle tyres, tubes and batteries	Special
KCNP /T/23A/FA/2019-2021	Supply and delivery of petrol, diesel and lubricants (fuel card).	Open
KCNP /T/24A/ FA/2019-2021	Supply and delivery of auto body sprays painting materials, cushions upholstery materials and accessories	Open
KCNP /T/25A/ FA/2019-2021	Supply and delivery of Toners and cartridges	Special
KCNP/T/PA/01/2019/2020	Supply & delivery of Audiovisual conferencing system	open
KCNP/T/GEN/01/2019/2020	Supply & installation of generator	open
CATEGORY B:	PROVISION OF SERVICES(FRAMEWORK CONTRACT)	
KCNP/T /01B/ FA/2019-2021	Provision of air ticketing services.	Open
KCNP /T/26B/ FA/2019-2021	Provision of repair and maintenance of cooling systems e.g. AC ,refrigerator, chiller	Special group
KCNP /T/27B/ FA/2019-2021	Provision of repairs and maintenance services of office equipment and machines	Open
KCNP /T/28B/ FA/2019-2021	Provision of phone extensions and installations	Open
KCNP /T/29B/ FA/2019-2021	Provision of repair and maintenance services for kitchen equipment e.g. cookers	Open
KCNP /T/30B/ FA/2019-2021	Provision of insurance services	Open
KCNP /T/31B/ FA/2019-2021	Provision of small construction works and repairs.	Open
KCNP /T/32B/ FA/2019-2021	Provision of repair and maintenance of solar lights	Open
KCNP /T/33B/ FA/2019-2021	Provision of repair and maintenance services of sewing machines and related equipment.	Open
KCNP /T/34B/ FA/2019-2021	Provision of Garbage collection services	Open
KCNP/T /35B/ FA/2019-2021	Provision, repair and maintenance services of firefighting equipment.	Open
KCNP/T /36B/ FA/2019-2021	Provision of casual labor services	Open

KCNP /T/37B/FA/2019-2021	Repair and maintenance of computers and accessories.	Open
KCNP /T/38B/ FA/2019-2021	Provision of general printing services	Open
KCNP /T/39B/ FA/2019-2021	Provision of sewerage services(Cleaning of septic tanks)	Open
KCNP /T/40B/ FA/2019-2021	Provision of laundry services	Open
KCNP /T/41B/ FA/2019-2021	Provision of asset tagging services	Open
KCNP/T/42B/FA/2019/2021	Provision of team building services	Open
KCNP/T/43B/FA/2019/2021	Provision of Asset Valuation services	Open

Tender documents can be obtained from the Institute's Procurement Office during normal working hours (**Monday to Friday from 8:00am to 5:00pm**) upon payment of non-refundable fee of **Kshs. 1,000.00** (One thousand Kenya shillings only) payable to **Kenya Commercial Bank**, Treasury Square Branch, **Account No. 204685013**, and later present the deposit slip to the institute finance office.

Tender documents are downloadable free of charge from the Website www.kenyacoastpoly.ac.ke. Those who download the prequalification document and intend to submit a bid are required to submit their particulars to the Procurement Office or email their Name, Telephone Number, E-mail, and Postal Address to procurement@kenyacoastpoly.ac.ke for records and for the purpose of receiving any further tender clarifications and/or addendums.

Eligible candidates should submit a two-envelope bid marked "**ORIGINAL**" and "**COPY**" respectively as specified in the tender documents. Kenya Coast National Polytechnic may award the whole tender or each of the items in the tender individually. Completed tender documents should be accompanied with a tender security of kshs. 100,000 from the bank or a reputable insurance firm and are to be enclosed in plain sealed envelopes, clearly marked with the tender number and deposited in the tender box provided at Kenya Coast National Polytechnic Procurement Office, addressed to:

The Chief Principal
Kenya Coast National Polytechnic
P.O. Box 81220-80100,
Mombasa

so as to be received on or before **FRIDAY 12TH JULY 2019 at 2:00pm**.

Documents will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend the opening at the **College Board Room 1**, Administration Block.

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section V.
- 2.1.2. Kenya Coast National Polytechnic employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by Kenya Coast National Polytechnic 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.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in the eligible source countries.
- 2.2.2 For the purposes of this clause, “origin” means the place where 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.
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Kenya Coast National Polytechnic, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed **Kshs.1, 000/=**
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance to the set criteria shall be awarded the contract.

2.4 Contents of tender documents

- 2.4.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to tenders
- i. Invitation to Tender
 - ii. Instructions to tenderers
 - iii. General Conditions of Contract
 - iv. Special Conditions of Contract
 - v. Schedule of Requirements
 - vi. Technical Specifications
 - vii. Tender Form and Price Schedules
 - viii. Form of Tender

- ix. Price schedules
- x. Contract form
- xi. Manufacturer's authorization Form (where applicable)
- xii. Confidential business questionnaire form

2.4.2 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.

2.5 Clarification of Documents

- 2.5.1. A prospective tenderer making inquiries or requiring clarification of the tender document may notify Kenya Coast National Polytechnic in writing or by post or email at the entity's address indicated in the Invitation for tenders. Kenya Coast National Polytechnic 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 Kenya Coast National Polytechnic. Written copies of Kenya Coast National Polytechnic entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"
- 2.5.2 Kenya Coast National Polytechnic shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

2.6 Amendment of documents

- 2.6.1. At any time prior to the deadline for submission of tenders, Kenya Coast National Polytechnic, 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 issuing an addendum.
- 2.6.2. All prospective candidates who have obtained the tender documents will be notified of the amendment in writing or by post, or email and such amendment will be binding on them.
- 2.6.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, Kenya Coast National Polytechnic, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of tender

- 2.7.1. All the information requested for pre qualification, as well as all correspondence and documents relating to the pre qualification exchanged by the candidate and Kenya Coast National Polytechnic shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule complete in accordance with 2.9, 2.10, 2.11 below
- (b) Documentary evidence established in accordance with Clause 2.2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

- (c) Documentary evidence established in accordance with paragraph 2.2.1 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 is in accordance with Clause 2.14
- (e) Confidential business questionnaire

2.9 Form of Tender

2.9.1 The tenderers shall complete the Form of Tender 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, make/brand, quantity, and prices.

2.10 Tender Prices

- 2.10.1 The tenderer shall indicate on the appropriate Price schedule the unit prices where applicable and total tender prices of the goods it proposes to supply under the contract.
- 2.10.2 Prices indicated on the Price Schedule shall be the cost of the goods quoted including all customs duties and VAT and other taxes payable, insurances and delivery to the premises of the entity.
- 2.10.3 Prices quoted by the tenderer shall remain fixed during the term of the contract i.e. **120 days**, unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.24.
- 2.10.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.10.5 Where contract price variation is allowed, the variation shall not exceed 15% of the original contract price.
- 2.10.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.
- 2.10.7 The validity period of the tender shall be 120days from the date of the opening the tender.

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications.

- 2.12.1 Pursuant to Clause 2.1 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.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to Kenya Coast National Polytechnic satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1
- 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to Kenya Coast National Polytechnic satisfaction;

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the good's Manufacturer or producer to supply the goods.
- (b) that, the tenderer has the financial and technical, and production capability necessary to perform the contract
- (c) that, in the case of the 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, repairs, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to tender Documents

- 2.13.1. Pursuant to paragraph 2.12 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all the goods which the tenderer proposes to supply under the contract
- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of product samples, 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 source 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 Kenya Coast National Polytechnic; and
 - (c) a clause-by-clause commentary on the Kenya Coast National Polytechnic Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and expectations to the provisions of the Technical Specifications.
- 2.13.4 For the purposes of the documentary evidence to be furnished pursuant 2.13.3© above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by Kenya Coast National Polytechnic its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue number in its tender, provided that it demonstrates to Kenya Coast National Polytechnic satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Validity of Tenders

- 2.14.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by Kenya Coast National Polytechnic, pursuant to paragraph 2.20. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.14.2 In exceptional circumstances, Kenya Coast National Polytechnic 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. A tenderer granting the request will not be the request will not be required nor permitted to modify its tender.

2.15 Format and Signing of Tender

2.15.1 The tenderer shall prepare **two (2)** copies of the tender, clearly / marking each **“ORIGINAL TENDER”** and **“COPY OF TENDER,”** as appropriate. In the event of any discrepancy between them, the original shall govern.

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

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

2.16 Sealing and Marking of Tenders

2.2.1 Applications for prequalification shall be submitted in two (2) sealed envelopes marked original and copy each in separate envelopes. Duly marking the envelopes as **“ORIGINAL”** and **“COPY”** with the tender name and reference number. “The envelopes shall then be sealed in an outer envelope. The procuring entity reserves the right to accept or reject late applications. The inner and outer envelopes shall:

(a) be addressed to

**THE CHIEF PRINCIPAL
KENYA COAST NATIONAL POLYTECHNIC
P.O. BOX 81220-80100,
MOMBASA, KENYA**

(b) bear, tender number and name in the invitation to tender and the words: **“DO NOT OPEN BEFORE “12th July 2019, AT 2.00 P.M.”**

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

2.16.2 If the outer envelope is not sealed and marked as required by paragraph 2.16.1, Kenya Coast National Polytechnic will assume no responsibility for the tender’s misplacement or premature opening.

2.17 Deadline for Submission of Tenders

2.17.1 Tenders must be received by Kenya Coast National Polytechnic at the address specified under paragraph 2.16.1 no later than **2.00 p.m. on 12th July, 2019**

2.17.2 Kenya Coast National Polytechnic may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of Kenya Coast National Polytechnic and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

2.18 Modification and withdrawal of tenders

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

2.18.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.16. 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.

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

2.18.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form.

2.18.5 Kenya Coast National Polytechnic may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.18.6 Kenya Coast National Polytechnic shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.19 Opening of Tenders

2.19.1 Kenya Coast National Polytechnic will open all tenders in the presence of tenderers representatives who choose to attend, at **2.00 p.m. on 12th JULY 2019** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.19.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

2.19.3 Kenya Coast National Polytechnic will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.20 Clarification of tenders

- 2.20.1 To assist in the examination, evaluation and comparison of tenders Kenya Coast National Polytechnic may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- 2.20.2 Any effort by the tenderer to influence Kenya Coast National Polytechnic in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer's tender.

2.21 Preliminary Examination and Responsiveness

- 2.21.1 Kenya Coast National Polytechnic will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.21.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.21.3 Kenya Coast National Polytechnic 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.
- 2.21.4 Prior to the detailed evaluation, pursuant to paragraph 24, Kenya Coast National Polytechnic 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. Kenya Coast National Polytechnic determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.21.5 If a tender is not substantially responsive, it will be rejected by Kenya Coast National Polytechnic and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.22 Conversion to a single currency

- 2.22.1 Where other currencies are used, Kenya Coast National Polytechnic will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.23 Evaluation and comparison of tenders.

- 2.23.1 Kenya Coast National Polytechnic will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.21

2.23.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the supply of the goods.

2.23.3 Kenya Coast National Polytechnic evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.23.4 and in the technical specifications:

- a. Operational plan proposed in the tender;
- b. Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.23.4 Pursuant to paragraph 2.23.3 the following evaluation methods will be applied:

(a) ***Operational Plan.***

Kenya Coast National Polytechnic requires that the goods under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering to 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 on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

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

2.24 Preference

2.24.1 Preference where allowed in the evaluation of tenders shall be at least 30%

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement

2.26. Contacting the procuring entity

2.25.1 Subject to paragraph 2.20, no tenderer shall contact Kenya Coast National Polytechnic on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.25.2 Any effort by a tenderer to influence Kenya Coast National Polytechnic in its decisions on tender evaluation, tender comparison or contract award may result in the rejection of the tenderer's tender.

2.26 Award of Contract

(a) Post qualification

2.26.1 In the absence of pre-qualification, Kenya Coast National Polytechnic 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.

2.26.2 The determination will take into account the tenderer's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as and deems necessary and appropriate.

2.26.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event Kenya Coast National Polytechnic will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

2.26.4 Subject to paragraph 2.24 Kenya Coast National Polytechnic will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) Kenya Coast National Polytechnic Right to Vary Quantities

2.26.5 Kenya Coast National Polytechnic reserves the right at the time of award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

(d) Procuring entity right to accept or reject any or all tenders

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

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

2.27 Notification of award

2.27.1 Prior to the expiration of the period of tender validity, Kenya Coast National Polytechnic will notify the successful tenderer in writing that its tender has been accepted.

2.27.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the Kenya Coast National Polytechnic pursuant to clause 2.28. Simultaneously the other tenderers shall be notified that their tenders have not been successful, but will have to wait until; the contract is finally signed by both parties.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 30, Kenya Coast National Polytechnic will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.28 Signing of Contract

2.28.1 At the same time as Kenya Coast National Polytechnic notifies the successful tenderer that its tender has been accepted, and will simultaneously inform the other tenderers that their tenders have not been successful.

2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to Kenya Coast National Polytechnic.

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

2.29 Corrupt or Fraudulent Practices

2.29.1 Kenya Coast National Polytechnic requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices. In pursuance of this policy, Kenya Coast National Polytechnic defines, for the purpose of this provision following terms as follows;

- i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of Kenya Coast National Polytechnic 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 Kenya Coast National Polytechnic, 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 Kenya Coast National Polytechnic of the benefits of free and open competition;

2.29.2 Kenya Coast National Polytechnic will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

2.29.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in Public Procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

The following information regarding the particulars of the tender shall complement supplement amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions 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	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: Firms registered in Kenya.
2.3.2	Price to be charged for tender documents. Kshs. 1,000 for those who purchase a hard copy while those who download the document will be free of charge
2.11	Particulars of other currencies allowed. None
2.12	Particulars of eligibility and qualifications documents of evidence required. Copies of: i) Certificate of Registration / Incorporation ii) Certificate of valid tax compliance
2.14.2	Must submit a dully filled up Confidential Business Questionnaire in format provided.
2.14.4	Must submit audited Copies of financial statements for the last two years and evidence that going -on concern
2.14	Validity of Tenders: Tenders Shall remain valid for 120 days after date of tender opening
2.17.3	Bulky tenders which do not fit in the tender box shall be delivered to the Procurement Office.
2.21.4	Tenderers are required to submit copies of the following MANDATORY DOCUMENTS which will be used during Preliminary Examination to determine responsiveness: 1) Copy of certificate of Registration/Incorporation 2) Copy of Valid Tax Compliance certificate 3) Must Fill the Price Schedule in the format provider 4) Must Fill the Form of Tender in the format provided 5) Must submit audited Copies of financial statements for the last two years and evidence that going -on concern 6) Must submit a dully filled up Confidential Business Questionnaire in format provided 7) Must submit a manufacturer’s authorization of the intended equipment authorizing them to sell and service the Equipment. 8) References and statement of works for three similar deliveries undertaken in the last two years 9) Must submit of Certificate of registrations for persons with disabilities, Youth or Women where applicable 10) Special Groups must fill the tender securing declaration form in the last page At this stage, the tenderer’s submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

2.26.4	The awarded bidder shall enter into a framework contract with the polytechnic. During this period ,the bidder is expected to notify the procuring entity of any changes in the price of goods on time and such changes shall be consented to first in writhing with the Polytechnic
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NB:

1. "Disadvantaged group" means persons denied by mainstream society access to resources and tools that are useful for their survival in a way that disadvantages them or individuals who have been subjected to prejudice or cultural bias because of their identities as members of groups or categories of persons without regard to their individual qualities, and includes enterprises in which a majority of the members or shareholders are youth, women, persons with disability or categories as shall be prescribed
2. "person with disability" means a person with disability who has attained the age of eighteen years and includes a company, association or body of persons, corporate or unincorporated in which at least seventy percent of the shareholders, members or persons and a majority of the directors are persons with disability;"

**INSTRUCTIONS
TO TENDERS
REFERENCE**

**PARTICULARS OF APPENDIX TO INSTRUCTIONS
TO TENDERS**

2.11.1

Currency

Any price quoted in foreign currency will be converted to Kshs. at the mean rate of the central bank of Kenya ruling on the closing date of tender.

2.13.3

Submission of samples:-

All samples and product information/literature must be submitted to the office of the Procurement Office of Kenya Coast National Polytechnic situated at the heart of the Coastal town of Mombasa, along Kisauni Road off Jomo Kenyatta Avenue near Tononoka Grounds, latest one day before the closing date of the tender.

2.25.1

Preference

Kenya Coast National Polytechnic shall allow preference in the evaluation of tenders as may be provided for in this tender.

2.27.5

Varying of Quantities

Kenya Coast National Polytechnic reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the scheduled of requirements by 25%.

2.27.4

Right to award Contract

Kenya Coast National Polytechnic reserves the right to award the contract in whole or in part without any change in the Unit price.

2.32

Sourcing Information:-

The tenderer shall obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a contract.

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.0 Definitions

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

- (a) “The contract” means the agreement entered into between Kenya Coast National Polytechnic and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means Pharmaceuticals, goods, machinery and any other materials which the tenderer is required to supply to Kenya Coast National Polytechnic under the Contract.
- (d) “Kenya Coast National Polytechnic /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.
- (f) “GCC” means general conditions of contract contained in this section.
- (g) “SCC” means the special conditions of contract
- (h) “Day” means calendar day

3.1 Application

3.1.1 These General Conditions shall apply in all Contracts made by Kenya Coast National Polytechnic for the procurement of goods and to the extent that they are not superseded by provisions of other part of contract.

3.2 Country of Origin

3.2.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

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

3.3 Standards

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

3.4 Use of Contract Documents Information

3.4.1 The tenderer shall not, without Kenya Coast National Polytechnic prior written consent, disclose the contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of Kenya Coast National Polytechnic in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

- 3.4.2 The tenderer shall not, without Kenya Coast National Polytechnic written consent, make use of any document or information enumerated in paragraph 3.4.1 above.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of Kenya Coast National Polytechnic and shall be returned (all copies) to the Kenya Coast National Polytechnic on completion of the Tenderer's performance under the Contract if so required by Kenya Coast National Polytechnic.

3.5 Patent Right's

- 3.5.1 The tenderer shall indemnify Kenya Coast National Polytechnic against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods under the contract or any part thereof in Kenya Coast National Polytechnic country.

3.6 Performance Security

- 3.6.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to Kenya Coast National Polytechnic the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.6.2 The proceeds of the performance security shall be payable to Kenya Coast National Polytechnic as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to Kenya Coast National Polytechnic and shall be in the form of:
- a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) An irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to Kenya Coast National Polytechnic.
 - e) A bank cheque.
 - f) In the form provided in the tender documents
- 3.6.4 The performance security will be discharged by Kenya Coast National Polytechnic and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

- 3.7.1 The Kenya Coast National Polytechnic or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. Kenya Coast National Polytechnic shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s), 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 Kenya Coast National Polytechnic.

3.7.3 Should any inspected or tested Goods fail to conform to the Specifications, Kenya Coast National Polytechnic may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to meet specification requirements free of cost to Kenya Coast National Polytechnic.

3.7.4 Nothing in paragraph 3.6 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Packing

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

3.8.2 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.

3.9 Delivery and Documents

3.9.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Kenya Coast National Polytechnic in its schedule of requirements and the Special Conditions of Contract.

3.10 Insurance

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

3.11 Payment

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

3.12 Prices

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

3.12.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months). Where contract price variation is allowed, index mechanism to adjust prices will be based on relevant public information Cost Price Index CPI, Inflation, exchange rate and prevailing market prices.

3.12.3 Price variation request shall be processed by Kenya Coast National Polytechnic within 30 days of receiving the request.

3.13 Assignment

3.13.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the Hospital prior written consent.

3.14 Subcontracts

3.14.1 The tenderer shall notify Kenya Coast National Polytechnic 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.

3.15 Termination for Default

3.15.1 Kenya Coast National Polytechnic may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- b) if the tenderer, in the judgment of Kenya Coast National Polytechnic has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.15.2 In the event Kenya Coast National Polytechnic 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 Kenya Coast National Polytechnic for any excess costs for such similar goods.

3.16 Termination of insolvency

3.16.1 Kenya Coast National Polytechnic may at the anytime terminate the contract by giving written notice to the tenderer if the tenderer becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the tenderer, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to Kenya Coast National Polytechnic

3.17 Termination for convenience

3.17.1 Kenya Coast National Polytechnic by written notice sent to the tenderer may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the Procuring entity convenience, the extent to which performance of the tenderer of the contract is terminated and the date on which such termination becomes effective.

3.17.2 For the remaining part of the tenderer after termination Kenya Coast National Polytechnic may elect to cancel the goods and pay to the tenderer on agreed amount for partially completed goods.

3.18 Liquidated Damages

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

3.19 Resolution of disputes

3.19.1 Kenya Coast National Polytechnic and the tenderer shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

3.19.2 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 or that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.20 Governing Language

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

3.21 Force Majeure

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

3.22 Applicable Law.

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

3.23 Notices

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

3.23.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.7	Performance security of 5% in form of a bank guarantee or a reputable insurance firm
3.12	Specify method Payments Payments shall be made within 30days at minimum and maximum of 90 days upon receipt of Invoice(s)
3.13	Specify price adjustments allowed. None
3.21	Specify resolution of disputes. Disputes to be settled as per the Arbitration Laws of Kenya.
3.23	Specify applicable law. Laws of Kenya
3.24	Indicate addresses of both parties. THE CHIEF PRINCIPAL KENYA COAST NATIONAL POLYTECHNIC P.O. BOX 81220-80100 <u>TEL:0712725554/0710389727</u> E-mail: info@kenyacoastpoly.ac.ke Website: www.kenyacoastpoly.ac.ke

4.3 Payment Terms

The method and conditions of payment to the tenderer under this contract shall be as follows:

- a) Payments for the Goods shall be made in Kenya Shillings
- b) There shall be no advance payment under this contract
- c) Payments will be made by Kenya Coast National Polytechnic, within a minimum of **thirty (30) days** to a maximum of **ninety (90) days** after submission of an invoice and a statement or claim by the tenderer.

4.4 Prices

- a) Index mechanism to adjust prices will be based on relevant public information Cost Price Index CPI, Inflation, exchange rate and prevailing market prices.
Unit price quoted shall be inclusive of all other charges incidental to the delivery of goods to our stores.
- b) In case of discrepancy between unit price and total price, the unit price shall prevail

4.5 Delivery of Goods

- (a) Delivery of the goods shall be made by the tenderer to Kenya Coast National Polytechnic store and in accordance with the time schedule prescribed by Kenya Coast National Polytechnic in the Local Purchase Orders.
- (b) If at any time during the performance of the Contract, the tenderer should encounter conditions impeding timely delivery of the Goods, the tenderer shall promptly notify Kenya Coast National Polytechnic in writing of the fact of the delay, its likely duration and its causes. On receipt of the tenderer's notice, Kenya Coast National Polytechnic shall evaluate the situation and may at its discretion extend the tender's time for delivery with or without liquidated damages, in which case the extension shall be ratified by Kenya Coast National Polytechnic by amendment of the Local Purchase Order. However, in the event that such delayance leads Kenya Coast National Polytechnic to procure the same items from other sources the tenderer shall be liable to Kenya Coast National Polytechnic for any excess cost incurred for such similar goods and refusal by the tenderer shall lead to termination.
- (c) Except as provided under the General Conditions of contract paragraph 3.25, a delayed by the tenderer in the performance of its delivery obligations shall render the tenderer liable to the imposition of liquidated damages pursuant to paragraph 3.19 unless an extension of time is agreed upon pursuant to paragraph 2(b) above without application of liquidated damages.
- (d) Upon delivery of the Goods, the tenderer shall notify Kenya Coast National Polytechnic and forward the following documents to Kenya Coast National Polytechnic:
 - i. Copies of the supplier invoice showing Goods description, quantity, unit price, total amount and Local Purchase Order number (LPO)
 - ii. Delivery note giving details as (i) above.
 - iii. Certificate of Origin. (Where applicable)

Kenya Coast National Polytechnic with the arrival of the Goods shall receive the above documents, and if not received, the Goods will be rejected and the tenderer will be responsible for any consequent expenses.

4.6 Delivery Times:-

Deliveries shall be made as per schedule in local purchase order (LPO)

4.7 Availability for Goods

The tenderer shall carry sufficient inventories to assure ex-stock supply of the Goods tendered for they must undertake to hold ex-stock a quarter of tender quantity at any time during the contract period. The items shall be supplied as promptly as possible and within the period specified on the Local Purchase Orders.

4.8 Standards

- i. The supplier warrants that the Goods supplied under the contract are new, unused and conforms to the specifications indicated in the contract and/or Local Purchase Orders. The supplier further warrants that all Goods supplied under this contract shall have no defects, arising from design, materials or workmanship (except when the design and/or material is required by Kenya Coast National Polytechnic specifications) or from any act or omission of the tenderer that may develop under normal use of the supplied Goods in the Conditions prevailing in Kenya Coast National Polytechnic.
- ii. If, for reasons attributed to the tenderer, these warranties are not attained in whole or in part, the supplier shall either:
 - (a) Make such changes, modifications and/or additions to the goods or any part thereof as may be necessary in order to attain the contracted warranties specified in the contract at its own cost and expense and to carry out further performance tests to the satisfaction of the Hospital, or
 - (b) Replace such Goods with the ones that conform to the specifications in the contract at his own costs.

4.9 Ownership Transfers

Ownership of the goods is transferred to Kenya Coast National Polytechnic after acceptance of quality of the goods. If the goods are rejected they shall be collected as promptly as possible as but not later than seven (7) days failure to which demurrages charges shall accrue at rate of 2% of the total value and be disposed after 21 days at suppliers cost.

4.10 Breach of Previous Contract

Tenderers who defaulted on the previous year 2017/2019 Kenya Coast National Polytechnic supplies contracts shall not be considered for the particular products/service they defaulted on and failed to deliver.

- 4.11 The tenderers shall submit a statement confirming that they have not been debarred from supplying goods to other institutions.

4.12 Dispute Resolution

Any dispute arising out of the contract which cannot be amicably settled between the parties shall be referred by either parties to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

SECTION V - SCHEDULE OF REQUIREMENTS

5.1 Introduction

5.1.1 The good proposed to be supplied by the Bidder shall be branded industry proven products. All supplies shall confirm the requirements of relevant Kenyan International Standards. The Bidder shall provide all the required services, whether explicitly mentioned I these specifications or not, to fulfill the intent of the specification and to ensure the completeness, operation and maintainability of the system at no extra cost to the procuring entity.

5.2 Quantities and Price Schedule of Requirements

Items under this contract will be ordered as and when required during the framework contract period commencing 1st July 2019 and ending on 30th June 2021. The equipment should be delivered as per the schedule below:

Name of Tender: SUPPLY AND DELIVERY OF PETROL, DIESEL &LUBRICANTS

Tender Number: KCNP/P/23A/FA/2019/2021

S. NO	Item Description	Specifications
1.	Petrol	
2.	Diesel	
3.	Paraffin	
4.	OTHER lubricants	
5.		
6.		
Total		

5.3 Inspection and Testing

- 5.4.1 On completion, all the goods shall be inspected jointly by the client and the Supplier for their correctness and completeness at the procurement office during acceptance test.
- 5.4.2 Any other test, as the Client may deem fit so as to confirm the performance or to establish the compliance to technical specifications of either physical items or integrated operation of the system shall be conducted by the Supplier. Should the results of these tests show any deficiency/deviation specifications, the supplier shall do the modification/replacement/addition necessary to make the system complaint to specifications at own cost.
- 5.4.3 All aspects comprising the delivery for each material within the scope of the tender shall be put on reliability test for at least 14 days before the Client issues the certificate of successful completion.
- 5.5.2 Tenderers are advised to clearly read and fully respond to the technical specifications. Goods are required to be delivered in Kenya Coast National Polytechnic premises, situated at the heart of the Coastal town of Mombasa, along Kisauni Road off Jomo Kenyatta Avenue near Tononoka Grounds.
- 5.5.3 The successful vendor will be required to deliver the equipments within a maximum number of 30day(s) after contract signing or at an agreed date in consideration of the LPO.

5.6 SCOPE OF WORKS

- 5.6.1 The scope of this contract comprises the Supply and delivery of SUPPLY AND DELIVERY PETROL, DIESEL & LUBRICANTS for the period of two (2) years.
- 5.6.2 The supplier shall provide all services, documents and materials necessary to fulfill their obligations under this contract

SECTION VI - PRICE SCHEDULE FOR GOODS

S. NO	Item Description	Specifications	Unit Measurement	Unit Price	Delivery Period
1.	Petrol				
2.	Diesel				
3.	Paraffin				
	Other lubricants(list here)				
4.					
5.					
6.					
7.					
8.					
Total					

Signature and Rubber Stamp of tenderer

SECTION VII – PRESENTATION OF DOCUMENTS

1. The “**ORIGINAL TENDER**” and “**COPY OF TENDER**” documents must be securely bound. No loose documents or papers will be accepted.
2. The “**ORIGINAL TENDER**” and “**COPY OF TENDER**” documents to be submitted shall contain information detailed in section 4 below
3. The “**ORIGINAL Schedule of Prices**” and “**COPY Schedule of Prices**” should be submitted in separate envelopes as detailed under clause 2.16.1 of section ii of instructions to tenderers.
4. Bidders should organize their tender documents as follows.

Section	Parameters / Requirements
1.	Tender security of ksh. 100,000 from the bank or accredited insurance firm
2.	Copy of certificate of Registration/Incorporation
3.	Copy of Pin/VAT Certificate
4.	Copy of Valid Tax Compliance certificate
5.	Must submit of Certificate of registrations for persons with disabilities, Youth or Women where applicable
6.	Must Fill the Price Schedule in the format provider
7.	Must Fill the Form of Tender in the format provided
8.	Must submit a dully filled up Confidential Business Questionnaire in format provided
9.	Must fill the bid securing declaration form for special groups only
10.	Must submit brochures / technical literature of the equipment if applicable
11.	Must submit audited Copies of financial statements for the last two years and evidence that going -on concern (Not mandatory for special groups)
12.	References and statement of works for three similar deliveries undertaken in the last two years
13.	Completeness of the proposal
14.	Provided two copies of the proposal- 1original and 1 copy

NB: All documents indicated above and all other technical documents required to qualify for the tender participation should be submitted together with the bid on or before the closing date. Any bid not accompanied by the documents shall be rejected as non responsive.

SECTION VIII - STANDARD FORMS

Notes on the standard Forms

1. **Form of Tender** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Evaluation Response Forms** - These forms should be completed by the tenderer and submitted with the tender documents as it will be used for technical evaluation.
6. **Tenderers Experience Requirement Form** - This form should be completed by the tenderer and submitted with the tender documents as they will be used for evaluation.

8.1 FORM OF TENDER

To: Date:

[name and address of organization]

Tender No: KCNP/T/23A/FA/2019/2021

Sir/Madam

Having examined the Tender documents including Addenda Nos.[insert addenda numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Supply and deliver**.....(insert item 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.

We undertake, if our Tender is accepted, to deliver the item in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to 5% percent of the Contract Price for the due performance of the Contract, in the form prescribed Kenya Coast National Polytechnic.

We agree to abide by this Tender for the Tender validity period specified in Clause 2.15 i.e. 120 days from the date fixed for tender opening of the Appendix to Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderers, in more than one Tender in this Tendering process.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. Subject to signing of the Contract by the parties.

We understand that you are not bound to accept the lowest or any Tender you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 of the Tender documents.

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

[Name]

.....

[Signature].

.....

[in the capacity of]

Duly authorized to sign Tender for and on behalf of.....

8.2 CONTRACT FORM

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

**FRAMEWORK AGREEMENT FOR
SUPPLY OF GOODS**

THIS FRAMEWORK AGREEMENT ("Agreement"), entered into on _____ 2019,
by and between:

Company Name

Contact:

AND

KENYA COAST NATIONAL POLYTECHNIC

Hereinafter referred to as the Buyer

FOR THE SUPPLY AND DELIVERY OF PETROL, DIESEL & LUBRICANTS

Whereas, the Buyer has tendered for a Framework Agreement for the provision of
.....services to be used in the financial year 2019-2021

Whereas, this Agreement is for the potential purchase of.....

Whereas, based on the Seller's quotation and price dated Based on the
quality, price the Seller has been selected to be primary supplier *for KCNP*.

Whereas, KCNP wishes to purchase at a fixed price and fixed
specification for a fixed duration.

NOW, THEREFORE, the Parties hereby agree as follows:

Article 1. Item

1.1 Primary stock: The seller agrees to supply as and when need arises within
the FY 2019-2022. (*According to the attached detailed specifications*). KCNP will issue an
LSO/LPO if and when required. In such case, the Seller will ensure that there is sufficient such
stock through the year.

Article 2. Term

2.1 The Term of this Agreement will be from/...../19 to/...../21. It may be extended
with prior agreement of the Parties.

Article 3. Price

Fixed price: Throughout the Term of this Agreement the maximum price of the Goods/service shall be fixed at the following amount:

- 1.
- 2.
- 3.

Variation: The above prices can be re-negotiated if there is a sustained change (positive or negative).

Article 4. Purchase of Goods

4.1 KCNP shall purchase the Goods individually as and when required. It shall be the responsibility of the Buyer to issue purchase orders accordingly. Such orders shall be in accordance with the terms of this Agreement and shall identify the number of Goods required/services to be rendered as per delivery terms

Article 5. Conditions of Purchase

Inspection: KCNP will inspect/evaluate the quality of service/purchased goods on delivery at the KCNP offices to clear for payment.

Delivery date: To be defined at each Purchase Order

Payment terms: By bank transfer or cheque within 90 days after invoicing, and confirmation that Goods/services rendered are in order.

Article 8 Breach

6.1 If the Seller breaches any term or condition of this Agreement, or the conditions set out in any given purchase order, including but not limited to quality of the goods, price and delivery requirements, KCNP shall be entitled to immediately purchase the goods from any other source.

Article 9 General Terms and Conditions

All terms and conditions not mentioned herein shall be governed by the Public Procurement and Disposal Act 2015.

Termination: Should Seller or the Buyer wish to terminate this agreement either party should give 3 months written notice detailing their reasons for such a request.

Service Measurements & Performance: The Seller is required to demonstrate their performance. Failure to meet the targets contained herein will be deemed to be a failure in servicing the agreement. Professional and timely provision of the services purchased is of paramount importance to ODPP and if the Seller subsequently fails to

meet these expectations KCNP reserves the right to find a suitable alternative supplier.

Article 9 **Final Provisions**

This contract is produced in two copies, whereby the Seller shall keep one and the Buyer shall keep the original copy after signature.

The Procurement Entity :

The Supplier :

Name of Signatory: _____

Name of Signatory: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Witnesses:

Name of Signatory: _____

Name of Signatory: _____

Signature: _____

Signature:

Date: _____

Date:

8.3 MANUFACTURER’S AUTHORIZATION FORM

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

WHEREAS..... [name of 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.

[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 a person competent.

8.4 LETTER OF NOTIFICATION OF AWARD

Kenya Coast National Polytechnic
P O BOX 81220-80100
MOMBASA.

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.

.....

.....

Please acknowledge receipt of this letter of notification signifying your acceptance.

The contract/s 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.

You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

FULL PARTICULARS

.....

SIGNED ACCOUNTING OFFICER

8.5 BANK DETAILS FORM

INSTITUTION/COMPANY
NAME:

--

ADDRESS	OFFICIAL STAMP

1

2

AUTHORIZED PERSONS NAME

POSITION

TELEPHONE NO.

SIGNATURE

DATE

ACCOUNT NO:

--

BRANCH NAME

	BANK CODE

BRANCH NAME:

	BRANCH CODE

BANKERS CONFIRMATION THAT ACCOUNT DETAILS ARE AS STATED ABOVE

AUTHORISED SIGNATORY:

--	--

BANKERS STAMP:

--

8.6 TENDER-SECURING DECLARATION FORM (special groups only)

[The Bidder shall complete in this Form in accordance with the instructions Indicated]

Date: **[Insert date (as day, month and year) of Bid Submission]**

TENDER NO.

To: CHIEF PRINCIPAL
KENYA COAST NATIONAL POLYTECHNIC
PO BOX 81220-80100
MOMBASA

We, the undersigned, declare that:

1 We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

2 We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we –

(a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or

(b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,

(I) fail or refuse to execute the Contract, if required, or

(ii) Fail or refuse to furnish the Performance Security, in accordance with The ITT.

3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (I) our receipt of a copy of your notification of the name of the successful Bidder; or twenty-eight days after the expiration of our Tender.

4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:**[insert signature of person whose name and capacity are shown]** in the capacity of..... **[insert legal capacity of person signing the Bid Securing Declaration]**

Name: **[insert complete name of person signing the Bid Securing Declaration]**

Duly authorized to sign the bid for and on behalf

of **[insert complete name of Bidder]**

SECTION IX EVALUATION CRITERIA

PART 1

Evaluation and comparison of Tenders: **The following evaluation criteria shall be applied Not withstanding any other requirement in the tender documents.**

Selection Process

Below is a description of the evaluation steps that will be adopted.

STEP 1: Preliminary evaluation

This will be an elimination stage which will be done as per paragraph 2.22.1 above.

- 1) **Copy of certificate of Registration/Incorporation**
- 2) **Copy of Valid Tax Compliance certificate**
- 3) **Must Fill the Price Schedule in the format provider**
- 4) **Must Fill the Form of Tender in the format provided**
- 5) **Must submit audited Copies of financial statements for the last two years and evidence that going -on concern**
- 6) **Must submit a dully filled up Confidential Business Questionnaire in format provided**
- 7) **Must submit a manufacturer's authorization of the intended equipment authorizing them to sell and service the Equipment.**
- 8) **References and statement of works for three similar deliveries undertaken in the last two years**
- 9) **Must submit of Certificate of registrations for persons with disabilities, Youth or Women where applicable**
- 10) **Special Groups must fill the tender securing declaration form in the last page**

At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

STEP 2: Technical evaluation

Tenderes will be required to provide specific technical details on their goods and services that meets the provided technical requirement. Evaluation will take into account the bidders experience in delivering the services and the referees provided in part 3 below ; **total is100points**

Pass mark/minimum qualifying points is 70 points to proceed for financial evaluation

STEP 3: Financial Evaluation

This will include the following:-

- a) Confirmation and considering price schedule duly completed and signed
- b) Conducting a financial comparison
- c) No correction of arithmetic errors
- d) Compliance to KCNP terms of payment. A commitment letter to be provided by the tenderer

Particulars of post – qualification if applicable. Kenya Coast National Polytechnic may carry out post qualification and inspect the premises or contact listed clients to confirm details
Award Criteria: Award will be made to the lowest evaluated bidder in financial Evaluation for every item. Bidder may bid for one or more items
Particulars of performance security if applicable. 5% of tender sum

PART 2

SPECIAL GROUPS

REQUIREMENTS FOR SUPPLY/PROVISION OF GOODS/SERVICES.

Mandatory Requirements

All firms must provide:-

- Copies of Certificate of Incorporation (5mks)
- Valid Tax Compliance Certificate from Kenya Revenue Authority(20mks)
- Registration with The National Treasury (for enterprises owned by youth, women & persons with disability only)(15mks)
- Bank statements from the bank for the last 6 months (20mks)
- Filled in Tender securing declaration form(complete)(10mks)
- Reference letters attached (15marks)
- Evidence of Local Purchase orders (15marks)

Pass mark/minimum qualifying points is 60points

PART 3

The information provided in this forms will enable Kenya Coast National Polytechnic (KCNP) to assess your eligibility to participate in the tendering process and your competence in supplying the goods and services in the tender. KCNP shall verify the information provided and candidates should note that submission of false information will lead to automatic disqualification.

3.1 FRAME WORK AGREEMENT APPLICATION FORM

.....I/We hereby apply for application for framework Agreement as Supplier/contractor/consultant of

.....

Post Office Address.....

Town.....

Street.....

Name of building.....

Room/Office No..... Floor No.....

Telephone No.....

Full Name of applicant.....

Other branches location.....

(15 Points)

3.2 FINANCIAL POSITION AND TERMS OF TRADE

- 1. Attach a copy of firm’s six months bank statements and also give summary of assets and current liabilities. **(10 Points)**
- 2. Attach letter of reference from the bankers regarding supplier’s credit position. **(15 Points)**

(25 Points)

3.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE

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 and part 3 is compulsory.

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 Email.....

Nature of Business

Registration Certificate No.

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

Name of your bankers.....

Branch.....

	Part 2 (a) – Sole Proprietor																									
	Your name in full.....Age.....																									
	Nationality.....Country of Origin.....																									
	Citizenship details																									
	Part 2 (b) – Partnership																									
	Given details of partners as follows																									
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%; text-align: center;">Name</td> <td style="width: 25%; text-align: center;">Nationality</td> <td style="width: 25%; text-align: center;">Citizenship details</td> <td style="width: 20%; text-align: center;">Shares</td> </tr> <tr> <td style="text-align: center;">1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </table>		Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
	Name	Nationality	Citizenship details	Shares																						
1.																						
2.																						
3.																						
4.																						

Part 2 (c) – Registered Company			
Private or Public			
State the nominal and issued capital of company			
Nominal Kshs.			
Issued Kshs.			
Given details of all directors as follows			
Name	Nationality	Citizenship details	Shares
1.	.....	.....	.....
2.	.....	.....	.....
3.	.....	.....	.....
4.	.....	.....	.....
Date.....		Signature of Candidate.....	

If a Kenyan Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

(10 Points)

3.4 Give a list of 3 (three) reputable clients for whom they have offered similar assignments in the format below.

No.	Contact Information	Details
1	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Site Location	
2	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Site Location	
3	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Site Location	

4	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Site Location	

Attach evidence eg LPOs, LSOs, Contract Agreements etc

(15 Points)

3.5 SWORN STATEMENT

Having studied the tender documents for the framework contract we/ I hereby state:

- a. The information furnished in our application is accurate.
- b. That in case of being contracted we acknowledge that this grants us the right to participate in due time in the submission of the services on call offs as may be necessary.
- c. We enclose all the required documents and information required for the frame work contracting evaluation.

Date.....

Applicants Name.....

Represented by.....

Signature.....

(Full name and designation of the person signing and stamp or seal) (10Points)

3.6 BIDDER’S EXPERIENCE REQUIREMENTS FORM

- 1. Is the firm making this application currently or in previous periods been contracted to supply goods or services to Kenya Coast National Polytechnic?

Yes.....No..... If yes, please indicate hereunder the financial year, the goods or services that you supplied and their total value.

Financial Year	Goods or service supplied	Total value

2. Have you at any time been issued with a purchase order by the Kenya Coast National Polytechnic and failed to deliver the goods or service without assigning any reason for your action? YesNo.....
3. Have you at any time been requested to quote for supply of goods and services and failed to return the quotation without assigning any reason for your action?
Yes.....No.....
4. If you are a current or previous period supplier of goods or service to Kenya Coast National Polytechnic, have you at any time been issued with a letter of cancellation of LPO for failure to supply goods within the agreed time or for supplying inferior goods not within the specifications? Yes.....No.....

(15marks)

Bidders are advised that false information will lead to disqualification

3.7 **DOCUMENT PRESENTATION**

(10Points)

