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**TENDER FOR SUPPLY AND DELIVERY OF TOOLS, EQUIPMENT, ACCESSORIES
& TRAINING MATERIALS FOR AUTOMOTIVE DEPARTMENT
(FRAMEWORK CONTRACT)**

(FRAMEWORK CONTRACT)

TENDER No: SIT/2021/2022/6

**CLOSING: FRIDAY, 25TH JUNE 2021
AT 12.00 NOON**

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SECTION I - INVITATION FOR TENDER

TENDER NO. SIT/2021/2022/6 – SUPPLY AND DELIVERY OF TOOLS, EQUIPMENT, ACCESSORIES & TRAINING MATERIALS FOR AUTOMOTIVE DEPARTMENT (FRAMEWORK CONTRACT)

- 1.1 Siaya Institute of Technology (SIT) invites sealed tenders from eligible Firms for Supply and Delivery of Tools, Equipment, Accessories & Training Materials for Automotive Department (Framework Contract)
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Supply Chain Management office, at Siaya Institute of Technology during normal office working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of Kshs. 1,000.00 (Kenya shillings One Thousand Only) in the Institute's Account A/c no 1106857135 Siaya Branch. The same documents can be accessed from SIT Website www.siayainstitute.ac.ke for free.
- 1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for (120) days from tender opening date.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box in front of the Administration Block so as to be received on or before Friday, 25th June 2021 at 12.00 Noon East Africa Time.
- 1.6 Tenders will be opened immediately thereafter in the presence of the Firms' representatives who choose to attend at the Institutional Management Open Restaurant.
- 1.7 All interested bidders are required to continually check Siaya Institute of Technology website: www.siayainstitute.ac.ke for any tender addendums or clarifications that may arise before the submission date. Any Addendum / Clarification thus issued shall be part of the bidding documents.

SCM
FOR: PRINCIPAL

SECTION II - INSTRUCTION TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

- 2.1.1** This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the goods for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2** SIT employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender pursuant to section 55 (2) of the Act 2015.
- 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 SIT 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 the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1** The Tenderer shall bear all costs associated with the preparation and submission of its tender, and SIT, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2** The price to be charged for the tender document shall not exceed Kshs.1,000/= for hard copy and free for those who download. SIT shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

- 2.3.1** The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.

- (i) Instructions to Tenderers**
- (ii) General Conditions of Contract**
- (iii) Special Conditions of Contract**
- (iv) Schedule of Requirements**
- (v) Details of goods**
- (vi) Form of Tender**
- (vii) Price Schedules**
- (viii) Contract Form**
- (ix) Confidential Business Questionnaire Form**
- (x) Tender security Form**
- (xi) Performance security Form**
- (xii) Declaration Form**
- (xiii) Request for Review Form**

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification 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.

2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify SIT by post, fax or by email at SIT's address indicated in the Invitation for tenders. SIT will respond in writing to any request for clarification of the tender documents, which it receives not later than Seven (7) days prior to the deadline for the submission of the tenders, prescribed by SIT. 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 candidates who have received the tender documents.

2.4.2 SIT 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.

2.5 Amendment of Tender Documents

2.5.1 At any time prior to the deadline for submission of tenders, SIT, 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.

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

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

2.6 Language of Tenders

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and SIT, 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.

2.7 Documents Comprising the Tender

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

- (a)** A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b)** Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

- (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- (d) Declaration Form.

2.8. Form of Tender

2.8.1 The tenderer shall complete the Form of Tender and the Price Schedule furnished in the tender documents, indicating the goods to be provided.

2.9. Tender Prices

2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the goods quoted including all customs duties and VAT and other taxes payable.

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

2.11.1 Pursuant to paragraph 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 it's tender is accepted.

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to SIT's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.

2.12.2 The tender security is required to protect SIT against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

- a) 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.

2.12.3 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by SIT as non-responsive, pursuant to paragraph 2.20.5

2.12.4 The bid security shall be in the form of unconditional bank guarantee from a reputable bank selected by the bidder and located in Kenya. The format of the bank guarantee shall be in accordance with bid security included in Section 3. The bid security shall remain valid for a period of thirty (30) days beyond the original validity period for the bid, and beyond any period of extension subsequently requested.

2.12.5 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity

2.12.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30

2.12.7 The tender security may be forfeited:

- (a)** If a tenderer withdraws its tender during the period of tender validity.
- (b)** If the tenderer reject correction of an arithmetic error in the tender.
- (c)** in the case of a successful tenderer, if the tenderer fails:
 - (i)** To sign the contract in accordance with paragraph 2.29 or
 - (ii)** To furnish performance security in accordance with paragraph 2.30.

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by SIT as non-responsive.

2.13.2 In exceptional circumstances, SIT 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 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

2.14.1 The tenderer shall prepare one (1) original and (1) copy 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.

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

2.14.3 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.

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL TENDER” and “COPY OF TENDER”. The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- (a)** Be addressed to SIT at the address given in the Invitation to Tender.
- (b)** Bear tender number and name in the invitation to tender and the words, “DO NOT OPEN BEFORE the Closing date and time indicated on newspaper advertisement

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, SIT will assume no responsibility for the tender’s misplacement or premature opening.

2.16. Deadline for Submission of Tenders

2.16.1 Tenders must be received by SIT at the address specified under paragraph 2.15.2 not later than the Closing date and time indicated on tender notice.

2.16.2 SIT may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of SIT and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit the tender box shall be received by SIT as provided for in the appendix.

2.17. Modification and Withdrawal of Tenders

2.17.1 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 SIT prior to the deadline prescribed for submission of tenders.

2.17.2 The tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders

2.18.1 SIT will open all tenders in the presence of tenderers' representatives who choose to attend, at the Closing date and time indicated on tender notice and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance

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

2.18.3 The Employer may, at his discretion, extend the deadline for the submission of bids through the issue of an Addendum in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

2.18.3 SIT will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders SIT may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence SIT during tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 SIT 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.

2.20.2 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 forfeited. If there is a discrepancy between words and figures, the amount in words will prevail

2.20.3 SIT 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.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, SIT 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. SIT's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by SIT and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

2.21.1 Where other currencies are used, SIT 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.

2.22. Evaluation and Comparison of Tenders

2.22.1 SIT will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 SIT's 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 2.22.3.

(a) Operational plan proposed in the tender;

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

2.22.3 Pursuant to paragraph 2.22.2, the following evaluation methods will be applied.

(a) Operational Plan

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

(b) Deviation in payment schedule

(i) Tenderers shall state their tender price for the payment on 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. SIT may consider the alternative payment schedule offered by the selected tenderer.

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

2.23. Contacting SIT

2.23.1 Subject to paragraph 2.19 no tenderer shall contact SIT on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence SIT in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

2.24 Post-qualification

2.24.1 The Procuring entity will verify and 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.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as SIT deems necessary and appropriate

2.24.3 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 SIT will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 SIT 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.

2.25.2 To qualify for contract award, 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. Procuring entity's Right to accept or Reject any or all Tenders

2.26.1 SIT 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 SIT's action. If SIT determines that none of the tenders is responsive, SIT shall notify each tenderer who submitted a tender.

2.26.2 SIT 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.

2.26.3 A tenderer who gives false information in the tender document about is 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, SIT will notify the successful tenderer in writing that its tender has been accepted. Simultaneously the other tenderers shall be notified that their tenders were not successful.

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 SIT pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 SIT will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.28 Signing of Contract

2.28.1 At the same time as SIT notifies the successful tenderer that its tender has been accepted, SIT 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 SIT.

2.28.3 The contract will be definitive upon its signature by the two parties.

2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award BUT not before expiry of 14 days unless there is an administrative review request.

2.29 Performance Security

2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to SIT.

2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event SIT may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

2.30.1 SIT 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.

2.30.2 SIT will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

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

Appendix to instructions to Tenderers

The following information for the supply and delivery of office Supply and Delivery of Tools, Equipment, Accessories & Training Materials for Automotive Department (Framework Contract) shall complement, supplement, or amend, the provisions on 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.

(I) Provisions of Appendix to instructions to Tenderers

Instruction to tender reference	Particulars of Appendix to instructions to tenderers
2.1.1 Eligible Tenderers	Kenyan Registered Firms
2.10 Tender Currencies	Prices shall be quoted in Kenya Shillings
2.11 Tenderers Eligibility and Qualifications	The Tenderer shall furnish the procuring entity with documentary evidence of financial and technical capability necessary to perform the contract
2.12 Tender Security	Kshs. 30, 000.00 /= in form of Bank guarantee and in the format provided in the tender document only
2.13 Validity of Tenders	120 days
2.14.1 Number of Tender Copies Required	One (1) original and one (1) replica copy properly bound.
2.15.2 (b) State day, date and time of tender closing	Closing date and time indicated on tender notice
2.16.1 State day, date and time of tender closing	As 2.15.2 (b) above
2.16.3 Bulky tenders	Delivered to Principal SIT
2.18.1 Opening of Tenders	As 2.15.2 (b) above
2.22. The evaluation criteria	See (II) below

EVALUATION CRITERIA

SIT will consider the following three categories of criteria to evaluate the tenders and tenderers.

- a) Mandatory tender requirements**
- b) Technical capability assessment including due diligence where applicable**
- c) Financial Evaluation**
- d) Due diligence**

a) Mandatory requirements

Note that: Bidders who do not meet the below mandatory requirements will not be evaluated further:

The method of evaluation will be Merit Point System, and the evaluation criteria will be applied as indicated here below: -

- 1. Copy of Certificate of Incorporation/Registration**
- 2. Valid Tax Compliance Certificate**
- 3. Dully filled Confidential Business Questionnaire**
- 4. Copy of recent CR 12 form (Issued within the last 12 months from the Tender Opening Date).**
- 5. Original copy of Tender Security of Kshs. 30, 000.00in the form of Unconditional Bank Guarantee from a reputable bank in Kenya valid up to 30 days beyond the tender validity period.**
- 6. Letters of Recommendation/LPOs/Contracts from at least three (3) corporate clients. (Must Indicate Description of Goods, Amount, Contact Person, Date, Telephone Number/Email)**
- 7. Duly completed, signed and stamped form of tender**
- 8. Copy of IDs/Passport for Directors**
- 9. Attach a commitment on your letter head to provide samples for approval if awarded, before Supply and Delivery of Various Toners and Stationery.**
- 10. Tender validity period of ninety (120) days from the tender opening date**
- 11. Serialization of the tender documents - All pages of the tender document submitted shall be sequentially serialized.**

Certificates/Licenses may be verified from or with the Issuing Authorities or Agencies.

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b) TECHNICAL EVALUATION CRITERIA

The bidder must meet the pass mark of 80% from technical evaluation as show below on Technical specifications for each item as a minimum. Only bidders who meet all the technical specifications outlined below will proceed to the Financial Evaluation.

Table 2: TECHNICAL EVALUATION CRITERIA

No.	Requirements	Max. Score
1	State Credit period (Minimum proposed is 30 days)	5
2	State Price Validity of Bids (Minimum proposed is 12months).	10
3	Provide a Letter of Reference from the bank	5
4	Attach a Company Profile, detailing the background information, company mission and vision statement, enumerating the products and services provided	10
5	A letter of commitment confirming duration of time to deliver goods from notification by the client	5
6	i) Delivery of goods within one day from date of receipt of Local Purchase Order (LPO) (Attached Stamped Delivery Note) – 15Marks	15
7	ii) Delivery of goods within two days from date of receipt of Local Purchase Order (LPO) (Attached Stamped Delivery Note) – 10Marks	
8	iii) Delivery of goods in more than two days from date of receipt of Local Purchase Order (LPO) (Attached Stamped Delivery Note) – 5Marks	
9	<p>Provide financial statements for the last 2 years clearly demonstrating the following Ratios. (Financially stable ratios will earn more marks)</p> <ul style="list-style-type: none"> -Working Capital Ratio – 5 Marks - Turn Over ratio – 5 Marks - Current ratio – 5 Marks - Fixed Asset ratio – 5 Marks <p>Financial statement where all pages have not been initialized and stamped by both a practicing Auditor registered with ICPAK and one of the Directors shall not be considered. Auditor’s practicing membership number from ICPAK must be indicated in all pages.</p>	20
10	<p>Provide Corporate Client references in for the supply and delivery of various toners and stationery with a combined value of 5 Million within the last 3 three years from Tender Opening Date. (Provide Letters of Award, LSO or Contract Documents showing dates, amounts and client contact)</p> <ul style="list-style-type: none"> 5 Million Contract and above – 30 Marks Between 3m to 4m Million Contract - 10 Marks 3 Million and Below – 5 Marks 	30
	Total	100

NOTE: The minimum pass mark to qualify for award shall be 80%. Applicants who will not meet this minimum pass mark shall be disqualified at this stage.

C) FINANCIAL EVALUATION

The winning bidder will be the lowest bidder among those who will have passed the technical evaluation as outlined in (a & b) above except where the bidder has not satisfied all other requirements stated in the bid document.

D) DUE DILIGENCE

This will entail verification of all the information provided.

SECTION III - GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a)** “The Contract” means the agreement entered into between SIT and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b)** “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c)** “The Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to SIT under the Contract.
- (d)** “SIT” means the organization procuring the services under this Contract
- (e)** “The Contractor” means the organization or firm providing the services under this Contract.
- (f)** “GCC” means the General Conditions of Contract contained in this section.
- (g)** “SCC” means the Special Conditions of Contract
- (h)** “Day” means calendar day

3.2. Application

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

3.3. Standards

3.3.1 The goods provided under this Contract shall conform to the standards mentioned in the schedule of requirements.

3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without SIT's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of SIT in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without SIT's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of SIT and shall be returned (all copies) to SIT on completion of the contract's or performance under the Contract if so required by SIT.

3.5. Patent Rights

3.5.1 The Contractor shall indemnify SIT 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.

3.6 Performance Security

3.6.1 Within twenty one (21) days of receipt of the notification of Contract award, the successful tenderer shall furnish to SIT the performance security where applicable in the amount specified in SCC

3.6.2 The proceeds of the performance security shall be payable to SIT 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 SIT and shall be in the form of Bank guarantee and in the format provided in the tender document only:

3.6.4 The performance security will be discharged by SIT and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of goods and Documents

3.7.1 Delivery of the goods shall be made by the Contractor in accordance with the terms specified by SIT in the schedule of requirements and the special conditions of contract

3.8. Payment

3.81. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC

3.82. Payment shall be made promptly by SIT, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor.

3.9. Prices

3.9.1 Prices charges by the contractor for goods provided under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in SIT's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

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

3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price

3.9.4 Price variation requests shall be processed by SIT within 30 days of receiving the request.

3.10. Assignment

3.10.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with SIT's prior written consent.

3.11. Termination for Default

3.11.1 SIT may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:

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

3.11.2 In the event SIT 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 un-delivered and the Contractor shall be liable to SIT for any excess costs for such similar goods. However the contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

3.12.1 SIT may at any time terminate the contract by giving written notice to the Contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to SIT.

3.13. Termination for Convenience

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

3.13.2 For the remaining part of the contract after termination SIT may elect to cancel the supply of goods and pay to the contractor an agreed amount for partially provided goods.

3.14 Resolution of Disputes

3.14.1 SIT and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

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

3.15. Governing Language

3.15.1. 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.

3.16. Applicable Law

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

3.17 Force Majeure

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

3.18 Notices

3.1.1 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 Email and confirmed in writing to the other party's address specified in the SCC.

3.1.2 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. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.10	<p>Delivery shall be to SIAYA INSTITUTE OF TECHNOLOGY, as and when required for a period of twelve Months.</p> <p>2. Orders will be placed with the supplier by way of an official Local Purchase Order (LPO)</p> <p>3. Orders shall be executed by the supplier as specified on the LPO.</p> <p>4. Invoice must be received from supplier immediately on delivery of goods.</p>
3.12.1	Credit period shall be 30days from the receipt of Invoice
3.13	There shall be no price adjustments.
3.18.1	Disputes will be addressed through arbitration
Inspection and Test	<p>1. All supplied goods must meet all the market requirements and technical specification (QUALITY)</p> <p>3. The suppliers shall bear the risk for damage, deterioration or any other adverse effect on the items until they are inspected and accepted by SIT at the above stated stores.</p>

SECTION V - SCHEDULE OF REQUIREMENTS

SECTION VI: TECHNICAL SPECIFICATIONS / DESCRIPTION OF GOODS

5.2 TECHNICAL SPECIFICATIONS

NB: Prospective suppliers are advised that the goods quoted must be original, genuine and of good quality. Counterfeit goods shall be rejected by the Employer.

SECTION –VI - SCHEDULE OF REQUIREMENTS

- i. The estimated quantity is a guide for the requirements and is not a representation of the actual quantities to be ordered.
- ii. The prospective supplier will be expected to hold at least a quarter of the required items during the contract period.

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.
2. **PRICE SCHEDULE FORM** -The price schedule form must similarly be completed and submitted with the tender.
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. **Tender Security Form** - As per the tender document the tenderer shall provide tender security in the form included hereinafter.
6. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to SIT.

Form of Tender

To: SIT

Date

Tender No. SIT/2021/2022/6

Tender Name: SUPPLY AND DELIVERY OF TOOLS, EQUIPMENT, ACCESSORIES & TRAINING MATERIALS FOR AUTOMOTIVE DEPARTMENT (FRAMEWORK CONTRACT)

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to Supply And Delivery of Tools, Equipment, Accessories & Training Materials for Automotive Department (Framework Contract) to SIT under this tender in conformity with the said Tender document for the sum of.....

.....
[Total Tender amount in words and figures]

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted for the supply the supply and delivery of various toners and stationery in accordance with the conditions of the tender.

3. We agree to abide by this Tender for a period of [Number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.

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

Dated this _____ day of _____ 2021

[Signature]

[In the capacity of]

Duly authorised to sign on behalf of

PRICE SCHEDULE OF GOODS

SECTION VII - PRICE SCHEDULE FOR GOODS

Name of tenderer: _____

Tender No: SIT/2021/2022/6

NO	ITEM DESCRIPTION	UNIT	Minimum	Maximum	Unit Value	Total Value
1	Flat metal plate	Pcs	4	12		
2	Square Rod { 1 ½ × 1 ½ }	Pcs	4	12		
3	Square Rod { ¾ × ¾ }	Pcs	6	12		
4	Angle Line { 1 ½ × 1 ½ }	Pcs	4	8		
5	Z - Angle Line	Pcs	4	8		
6	Hacksaw Blades	Pcs	4	8		
7	Emery Paper	Pcs	10	20		
8	Sand Paper					
	P40		5	10		
	P60	Meters	5	10		
	P80		5	10		
	P120		5	10		
9	Body filler	Kg	20	40		
10	Body paint					
	Brown	Litres	10	25		
	Cream		10	25		
	White		10	25		
11	Battery Water	Litres	10	30		
12	Wiper Motor	Standard	1	4		

13	Starter Motor	Heavy Duty	2	6		
14	Paint Thinner	Litres	15	45		
15	Welding goggles	Pairs	10	20		
16	Allen Keys	Sets	2	6		
17	Hacksaw Frames	Pcs	4	8		
18	Hydraulic Pumps	Assorted	3	9		
19	Welding Holder	Pcs	2	6		
20	Dial Gauge Indicator	Pcs	1	4		
21	Cleaning Brush	Pcs	2	6		
22	Feeler Gauge	Sets	2	6		
23	Portable Electric Drilling Machine	MAKTEC	1	4		
24	Circular Rod 12mm \varnothing	Pcs	3	8		
25	Gas Welding Rods	Pcs	20	40		
26	Arrodyte	Pcs	5	20		
27	Silicon	Pcs	3	8		
28	Feeler Rod	Pcs	1	4		
29	Brazing Flux {500 grams tin}	Pcs	3	8		
30	Plug Spanner 16 mm	Pcs	3	12		
31	Box Spanner 6mm – 32mm	Set	2	20		
32	Bolts and Nuts - 17mm	Pcs	30	60		
33	Brazing Rods	Pcs	18	48		
34	Masking Tape	Pcs	45	120		
35	Masking Papers	Metres	100	600		
	TOTAL					

Signature of tenderer _____

PLEASE NOTE:

- a) In case of discrepancy between unit price and total price, the unit price shall prevail.
- b) The contract shall be awarded on frequency of the lowest quote per item basis and the Bidder with the **LOWEST TOTAL COST** will be awarded the tender.
- c) Only Genuine and original Toners will be accepted by SIT at the time of delivery.

CONTRACT FORM

**** (To be signed after the award of a contract)**

**THIS AGREEMENT is made on the day of 20
between the Siaya Institute of Technology of P. O. Box 1087- 40600, Siaya, Kenya
hereinafter called "the Employer" of the one part and M/S**

**(Contractor) of P. O
..... (address) hereinafter called "the
Contractor" of the other part.**

WHEREAS the Employer is desirous that certain service should be executed, viz.

**CONTRACT NAME: THE SUPPLY AND DELIVERY TOOLS, EQUIPMENT,
ACCESSORIES & TRAINING MATERIALS FOR AUTOMOTIVE DEPARTMENT (FRAMEWORK
CONTRACT). SIT/2021/2022/6 and has accepted a tender by the tenderer for the
supply and delivery of various toners and stationery in the sum of
_____ [Contract price in words in figures] (Hereinafter called "the Contract Price").**

NOW THIS AGREEMENT WITNESSETH as follows:

**In this agreement words and expressions shall have the same meanings as are
respectively assigned to them in the Conditions of Contract hereinafter referred to.**

**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 dated.....**
 - (b) The Schedule of Requirements**
 - (c) The Details of security**
 - (d) The General Conditions of Contract**
 - (e) The Special Conditions of Contract; and**
 - (f) The Notification of Award and Acceptance**
- Other documents as may be agreed and listed**

**In consideration of the payments to be made by SIT to the tenderer as hereinafter
mentioned, the tenderer hereby covenants with SIT for the supply
and delivery of Tools, Equipment, Accessories & Training Materials
for Automotive Department (Framework Contract) and to remedy
defects therein in conformity in all respects with the provisions of
the Contract.**

**The Employer hereby covenants to pay the tenderer in consideration of the
provision of the services 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 AND DELIVERED

By the said Employer:Date.....
(Principal, Siaya Institute of Technology)
For and on behalf of the said Employer

In the presence of:
(Name and Designation of Witness)

.....Date.....
(Signature of Witness)

.....
(Address Of witness)

By the said Contractor:

.....Date.....
(Signature)

.....
(Name of the Director)

In the presence of:
(Name and Designation of Witness)

.....
(Signature of Witness)

.....
(Address Of witness)

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular 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 **Code**.....

Office Tel. No's **Mobile No.**.....

Fax **Email**

Nature of business

Registration Certificate/Certificate of Incorporation No.

Single Business Permit License No......

County of Operation.....

KRA PIN Number

KRA Tax Compliance No...... **Expiry Date**

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

Name of your bankers **Branch**

Annual Turnover

Line of Credit Amount (Where Applicable)

PART 2(A) – SOLE PROPRIETOR:

Your name in full **Age**

Nationality **Country of origin**

Citizenship details.....

PARTY 2(B) – PARTNERSHIP:

Give 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 the company –

Nominal Kshs.

Issued Kshs......

Give details of all directors as follows

	Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.
5.

Date..... Signature of Tenderer

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

TENDER SECURITY FORM

Whereas [name of Bidder] (hereinafter called <the tenderer> has submitted its bid dated [date of submission of bid] for the supply and delivery of Tools, Equipment, Accessories & Training Materials for Automotive Department (Framework Contract) to SIT (hereinafter called <the tenderer>).

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at Siaya Institute of Technology (hereinafter called <SIT> in the sum of [state the amount] 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 SIT on the Form; or
2. If the bidder refuses to accept the correction of errors in his bid or,
3. If the tender, having been notified of the acceptance of its tender by SIT 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 tenders.

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

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

At the request of the Employer the Bid validity period may be extended by mutual agreement between the Employer and the Bidder and we undertake to extend the validity of this surety accordingly without you having to inform us of such an extension of the Bid validity period if within this period the Bidder has been notified of the acceptance of his Bid. This Surety shall remain valid up to the time the Contract Agreement has been executed

SIGNATURE OF THE BANK.....

NAME OF SIGNATORYDATE.....

NAME OF THE WITNESS

SIGNATURE OF THE WITNESSDATE

ADDRESS OF THE WITNESS

**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 services] (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 a 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 figures], 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 of money within the limits of [Amount of guarantee] as aforesaid, without your 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 ____

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

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

FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD
APPLICATION NO.....OF.....20.....

BETWEEN

.....**APPLICANT**

AND

.....**RESPONDENT (Procuring Entity)**

Request for review of the decision of the Siaya Institute of Technologydated

The...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....Fax No.....Tel. No.....Email, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

1.

2.

etc.

By this memorandum, the Applicant requests the Board for order/orders that: - 1.

2.

etc.

SIGNED (Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of20.....

SIGNED
Director General