THE KITALE NATIONAL POLYTECHNIC

Tender Document

FOR

SUPPLY AND DELIVERY OF A SALOON CAR

TENDER NO.: KNP/53/2018-2019

April, 2019

PRINICIPAL
THE KITALE NATIONAL POLYTECHNIC
P.O. BOX 2162-30200
KITALE

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INVITATION FOR TENDERS

TENDER NO.: KNP/53/2018-2019

SUPPLY AND DELIVERY OF A SALOON CAR.

Kitale National Polytechnic is a Public Polytechnic that was elevated from Kitale Technical Training Institute (KTTI) to a National Polytechnic through Legal Notice No. 95 in 2016 with a vision of a polytechnic of excellence in competency based education and training, and research.

Kitale National Polytechnic (KNP) has allocated funds and intends to use in Purchase of Motor vehicles and motorcycle. The scope of work is detailed in the tender document.

Kitale National Polytechnic now invites eligible suppliers to bid for the goods. Bidders must provide certified copies of a certificate of incorporation and current tax compliance certificate, sworn affidavit on litigation history, proof of Registrations.

The complete set of tender documents are available in the Polytechnic's website ie www.kitalenationalpolytechnic.ac.ke free of charge or Hard Copies may be obtained from the Polytechnic upon payment of non-refundable fee of Kshs 1,000/= only payable at the Account's Office.

Tenderers who shall have downloaded tenders from the website are advised to send their company details to Procurement Department through the official mail procurementknp@gmail.co for the purposes of updating tender register accordingly.

Completed tender documents are to be enclosed in plain sealed envelopes, clearly marked with the **Tender Number and Tender Tittle** applied for and be deposited in the tender Box provided at the **ADMINISTRATIONBLOCK** and be addressed to: **PRINCIPAL**

KITALE NATIONAL POLYTECHNIC
P.O. BOX 2162-30200
KITALE

so as to be received on or before **Wednesday 13th May, 2019 at 12.00 Noon**. Tenders must be accompanied by an original tender Security of **Thirty Thousand Only (Kshs 30,000.00)** in form of a guarantee acceptable under the Public Procurement and Asset Disposal Act, 2015 and Public Procurement and Disposal Regulations 2006 payable to the Kitale National Polytechnic.

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend at the **Polytechnic's Boardroom.** Canvassing will lead to automatic disqualification. All queries regarding this tender must be in writing to the undersigned

THE PRINCIPAL
KITALE NATIONAL POLYTECHNIC

SECTION II- INSTRUCITONS 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.

2.1.2 Polytechnic's employees, committee members, board members and their relative(s) (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 55 (2) of the PPAD 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 Kitale National Polytechnic in consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this invitation for tenders.

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

2.2 Costs of tendering

2.2.1 The Tenderers shall bear all costs associated with the preparation and submission of its tender, and Kitale National Polytechnic 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 hard copy tender document shall be Kshs. 1,000/= or **downloaded free** from Kitale National Polytechnic website.

2.3 Contents of tender documents

2.3.1 The tender document comprises of the documents listed below and addenda (if any to be issued) issued in accordance with clause 6 of these instructions to tenders

i. Instructions to tenderers
ii. General conditions of contract
iii. Special conditions of contract
iv. Form of tender
v. Price schedules
vi. Contract form
vii. Confidential business questionnaire form
viii. Tender security form
ix. Performance security form
x. Anti Corruption Affidavit Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsible 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 Documents

2.4.1 A prospective candidate making inquiries of the tender document may notify Kitale National Polytechnic in writing or by post or email at the entity‟s address indicated in the invitation for tenders. Kitale National Polytechnic will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by Kitale National Polytechnic. Written copies of the procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents‟

2.4.2 Kitale 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.

2.5 Amendment of documents

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

2.5.2 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, Kitale National Polytechnic at its discretion may extend the deadline for the submission of tenders.

2.6 Language of tender

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 Kitale 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.

2.7 Documents Comprising the Tender

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

a. A tender form and a price schedule completed in accordance with paragraph 8,9 and 10 below.
b. Documentary evidence established in accordance with Clause 2.11 that the tender is eligible to tender and is qualified to perform the contract if its tender is accepted;
c. Tender security furnished is in accordance with Clause 2.12
d. Confidential business questionnaire
e. Declaration form

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of tender and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be delivered.

2.9 Tender Prices

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

2.9.2 Prices indicated on the price schedule shall be the cost of the services quoted including all custom duties and VAT and other taxes payable.

2.9.3 Prices quoted by the tenderers 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- responsible and will be rejected, pursuant to paragraph 2.22.

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

2.9.5 Where contract price variation is allowed, the variation shall conform to the Public Procurement and Asset Disposal Act 2015.

2.9.6 Price variation requests shall be processed by Kitale National Polytechnic as per the Public Procurement and Asset Disposal Act 2015.

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in instructions to Tenderers.

2.11 Tenderers Eligibility and Qualifications.

2.11.1 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.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract tender is accepted shall establish to Kitale National Polytechnic 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 (bid bond) of **2%** of the tendered sum.

2.12.2 The tender security is required to protect the Kitale National Polytechnic against the risk of Tenderer‟s conduct which would warrant the security's forfeiture

2.12.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Kitale National Polytechnic and valid for thirty (30) days beyond the validity of the tender.

2.12.4 Any tender not secured in accordance with paragraph 2.12.1, 2.12.2 and 2.12.23 will be rejected by Kitale National Polytechnic as non-responsive, pursuant to paragraph 2.20.

2.12.5 Unsuccessful tenderer‟s security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by Kitale National Polytechnic.

2.12.6 The successful tenderer‟s security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.7 The tender security may be forfeited:

a) If a tenderer withdraws its tender during the period of tender validity specified by Kitale National Polytechnic on the tender form; or

b) In the case of a successful tender, if the tenderer fails;

i) to sign the contract in accordance with paragraph 2.26

or

ii) to furnish performance security in accordance with paragraph 2.27

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

2.13 Validity of Tenders

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

2.13.12 In exceptional circumstances, Kitale 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. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare "**two tenders** properly bound and clearly marked **"ORIGINAL BID and COPY** "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 the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initiated 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 initiated 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 each copy of the tender in separate envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY**". The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall;

a) Be addressed to Kitale National Polytechnic at the address given in the invitation to tender

b) Bear, tender No. KNP/53/2018-2019 – tender for Supply and Delivery of a Lorry

the words: "DO NOT OPEN BEFORE **15th May 2019 12:00pm**

2.15.3 if the outer envelope is not sealed and marked as required by paragraph 2.15.2, Kitale National Polytechnic 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 Kitale National Polytechnic at the address specified under paragraph 2.15.2 no

2.16.2 Kitale National Polytechnic may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of Kitale National Polytechnic 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 in the tender box shall be received by Kitale National Polytechnic 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 tender‟s is received by Kitale National Polytechnic prior to the deadline prescribed for the 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 cable, but followed by a signed confirmation copy, postmarked no 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 specified by the tenderer on the tender form. Withdrawal of a tender during this interval may result in the Tenderer‟s forfeiture of its tender security, pursuant to paragraph 2.12.7.

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

2.17.6 Kitale National Polytechnic shall give prompt notice of the termination to the tenderers and no request gives its reasons for termination within 7 days of receiving the request from any tenderer.

2.17.8 Opening of tender

2.18.1 Kitale National Polytechnic will open all tenders in the presence of tenderers‟ representatives who choose to attend after **12.00pm** local time on **15th May 2019** and in the location specified in the invitation to tender. The tenderers‟ representatives who a represent shall sign a register evidencing their attendance.

2.18.2 The tenders names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as Kitale National Polytechnic at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 Kitale National Polytechnic will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and who will have made the request.

2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders Kitale 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 substances shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence Kitale National Polytechnic "s 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 Kitale 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.

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

2.20.3 Kitale National Polytechnic may waive any minor informally or nonconformity or irregularity in a tender which does not constitute 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 2.22, Kitale 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. Kitale National Polytechnic determination of tender‟s responsiveness is to be based on the contents of the tender itself without recourse to extinct evidence.

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

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, Kitale 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.

2.22 Evaluation and Comparison of tenders

2.22.1 Kitale National Polytechnic will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to Evaluation Criteria spelt out in the tender documents in the Special Conditions of Contract.

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

2.22.3 Kitale 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 2.22.4 and in the technical specifications:

a) Operational plan proposed in the tender;

b) Deviation in payment schedule from that specified in the special conditions of contract;

2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

a) Operational Plan.

Kitale National Polytechnic requires that the services under the invitation for tenders shall be performed at the time specified in the schedule of requirements. Tenders offering to perform longer than Kitale National Polytechnic 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. Kitale National Polytechnic may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 15 days from the date of opening the tender.

2.22.6 To qualify for contract awards, the tenderer shall have the following;-

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

b) Legal capacity to enter into a contract for procurement

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

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

2.23 Contacting Kitale National Polytechnic

2.23.1 Subject to paragraph 2.19, no tenderer shall contact Kitale National Polytechnic 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 Kitale National Polytechnic in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post qualification

2.24.1 Kitale 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.

2.24.2 The determination will take into account the tenderer‟s financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1, as well as such other information as Kitale National Polytechnic deems necessary and appropriate.

2.24.3 An affirmative determination will a prerequisite for ward of the contract to the tenderer. A negative determination will result in rejection of the Tenderer‟s tender, in which event Kitale 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

2.24.3 Subject to paragraph 2.26 Kitale 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.

2.24.4 Kitale 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 tender or tenderers or any obligation to inform the affected

tenderer or tenderers of the grounds for Kitale National Polytechnic action. If Kitale National Polytechnic determines that none of the tenderers is responsive; Kitale National Polytechnic shall notify each tenderer who submitted a tender.

2.25 Notification of award

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

2.25.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and Kitale National Polytechnic to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer‟s furnishing of the performance security pursuant to paragraph

2.27, Kitale National Polytechnic will promptly notify each unsuccessful Tenderer and will discharged its tender security, pursuant to paragraph 2.12.

2.26 Signing of Contract

2.26.1 At the same time as Kitale National Polytechnic notifies the successful tenderer that its tender has been accepted, Kitale National Polytechnic will simultaneously inform the other tenderers that their tenderers have not been successful.

2.26.2 Within seven (7) days of receipt of the Contract form, the successful tenderer shall sign and date the contract and return it to Kitale National Polytechnic .

2.26.3 The parties to the contract shall have it signed within 7 days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from Kitale National Polytechnic , the successful tenderer shall furnish the performance security in accordance with the conditions of contract, in the performance security form provided in the tender documents, or in another form acceptable to Kitale National Polytechnic .

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event Kitale National Polytechnic may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 Kitale 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.

2.28.2 Kitale National Polytechnic will reject a tender bid 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.

2.28.3 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 TENDERE'S

The following information for the procurement of Supply and Delivery of Saloon Car for Kitale National Polytechnic. 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.

Instruction to tender reference	Particulars of appendix to instructions to tenderers
2.1	Eligible tenderers: ***Open to all registered in Kenya***
2.15.2	The tenderers shall **close on 15th May 2019** at **11.30 am local time and location indicated on the tender advertisement.**
2.16.1	Not later than 12.00 pm local time on **15th May 2019**,
2.16.3	Bulky tender documents shall be received in properly sealed envelopes as per instruction at the Procurement Officer and entered in a register for receipt of bulk documents and signed for by the delivering person provided they are delivered earlier than **one (1) hour** before closing time, after which the tenderer shall be required to place the tender documents in the tender box designated area.
2.18.1	After 12.00pm local time on **15th May 2019**
2.20 & 2.22	In addition the evaluation criteria provided in the special condition of contract shall be taken into account

SECTION III-GENERAL CONDITIONS OF CONTRACT

3.1 **Definitions**

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

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

3.2 **Application**

These general conditions shall apply provided they are not superseded by the provisions of the other part of the contract

3.3 **Standards**

3.3.1 **T**he services provided under this contract shall conform to the standards mentioned in the schedule of requirements

3.5 **Patent right's**

The tenderer shall indemnify Kitale National Polytechnic against all third party claims of infringement of the patent, trademark , or industrial design tights arising for the use of the services under the contract or any part thereof.

3.6 **Performance Security**

Within twenty eight (30) days of receipt of the notification of the contract award, the successful tenderer shall furnish to Kitale National Polytechnic the performance security where applicable in the amount specified in the special conditions contract

3.6.2 The proceeds of the performance security shall be payable to Kitale National Polytechnic as compensation for

any loss resulting from the tenderer‟s failure to complete its obligations under the contact.

3.6.3 The performance security shall be dominated in the currency of the contract or in a freely convertible currency acceptable to Kitale National Polytechnic in the form of:

a) Cash

b) A bank guarantee

c) Letter of credit

d) Or any other acceptable form

3.6.4 The performance security will be discharged by Kitale 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 Kitale National Polytechnic or its representative shall have the right to inspect and/or to test the goods and services to confirm their conformity to the Contract specifications. Kitale 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) . 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 Kitale National Polytechnic .

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

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer under this Contract shall be specified in SCC.

3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any price adjustments authorize in Special Conditions of Contract, vary from the prices by the tenderer units tender or in Kitale National Polytechnic 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.

3.10 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with KNP‟s prior written consent.

3.11 Termination for Default

Kitale 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 provide any or all of the goods and services within the period(s) specified in the Contract, or within any extension thereof granted by Kitale

National Polytechnic .

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

c) If the tenderer, in the judgment of Kitale National Polytechnic has engaged in corrupt or fraudulent practices in completing for or in executing the Contract.

In the event Kitale 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 and services similar to those undelivered, and the tender shall be liable to Kitale National Polytechnic for any excess costs for such similar services.

3.12 Termination of insolvency

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

3.13 Termination for convenience

3.13.1 Kitale National Polytechnic 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 Kitale National Polytechnic 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 Kitale National Polytechnic may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

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

If after thirty (30) days from the commencement of such informal negotiations both parties have

been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15 Governing Language

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 Force Majeure

The contractor 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.

3.17 Applicable Law.

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

3.18 Notices

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

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 (SCC) shall supplement the General Conditions of Contract, (GCC), wherever there is a conflict between the GCC and the SCC, the provisions of the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

4.1.1 **Conditions for award***:* - A tenderer shall be deemed to be the winning bidder if it emerged to be the lowest responsive evaluated bidder.

4.1.2 Bidders shall be required to indicate their total bid price (inclusive of all duties and taxes) in the Form of Tender. **The form of tender shall ONLY be binding if it is duly filled, signed and stamped,** *o*therwise it shall be rejected.

4.1.3 The final bid price contained in the Form of Tender shall be inclusive of all costs, duties and taxes. Payments shall be made after Supply and Delivery of Motor Vehicles

4.1.9 Prices charged by the supplier for Supply and Delivery of Motor Vehicles under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the supplier in its bid.

4.1.10 Subcontracts: the supplier shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the Tender. Such notification, in the original Tender or later, shall not relieve the supplier from any liability or obligation under the Contract.

4.1.11 Termination for Default

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

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

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

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

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

4.1.14 Bidders shall be required to declare that they are not debarred from participating in public procurement by signing the form of statement of debarment in the tender documents.

4.2 Tendering Notes

4.2.1 The Tenderer is required to check the number of pages and should any is found to be missing or in duplicate or the figure or writing indistinct, they must inform The Authority at once and have the same rectified.

4.2.2 Should the Tenderer be in doubt about the prices, meaning of any item, word or figure for any reason whatsoever or observe any apparent omission of words or figures, they must inform The Authority in order that the correct meaning may be decided upon before the date for submission of the tender.

4.2.3 No Liability whatsoever will be admitted nor is claim allowed in respect of errors in the tenderers tender due to mistakes which should have been rectified in the manner described above.

4.2.4 The Tenderer shall not alter or otherwise qualify the Text of this Tender Document. Any alteration or qualification made without authority will be ignored and the text of the tender Document as printed will be adhered to.

4.3 EVALUATION CRITERIA

SUPPLY AND DELIVERY OF SALOON CAR

MANDATORY REQUIREMENTS

4.3.1 PRELIMINARY EVALUATION DURING OPENING OF TENDERS

The evaluation committee shall first conduct a preliminary evaluation to determine whether

(a) The tender has been submitted in the required format;

(b) Any tender security/declaration form submitted is in the required form, amount and validity period;

(c) The tender has been signed by the person lawfully authorized to do so;

(d) The required **number of copies** of the tender have been submitted;

(e) **If the document is paginated and serialized;**

4.3.2 PRELIMINARY MANDATORY REQUIREMENTS DURING EVALUATION OF TENDERS

1. Attach certificate of incorporation or registration of the Company
2. Attach valid tax compliance certificate
3. Attach valid Business permit of similar nature of work
4. Attach audited accounts for two financial years for (2016 onwards)
5. Attach copy of **ID** of the director of the company
6. Attach Duly signed and stamped form of tender in format provided
7. Attach Duly filled Confidential Business Questionnaire in format provided
8. Attach manufacture authorization dealership letter.
9. Attach bid bond / tender security of 2% of tender sum valid for 120 days from the date of closing the tender from a reputable bank or equivalent
10. Attach duly signed and stamped Sworn Anti-Corruption Affidavit by a registered commissioner of oaths

Tenders which do not satisfy any of the above requirements (clause 4.3.1 & 4.3.2) shall be rejected. Please indicate the table of contents showing the pages of the above mandatory requirements

4.3.3 TECHNICAL **EVALUATION (80 POINTS)**

The Tender Evaluation Committee appointed by Kitale National Polytechnic Accounting Officer shall evaluate the tender bid on the basis of their responsiveness.

A. Analyzing the motor vehicle specifications

   Safety and security specifications

   Engine capacity

   Weight

   Suspension

   Transmission

   Delivery period

   Warrantee

   Fuel type

   Brakes

   Attach three different firms of (Local Purchase Order's /LSO or contracts) of similar work

   Total Marks at this stage will be (60 **points**) and pass mark of 40 points to qualify to financial stage

B. Due diligence will consider legal documents and stock of similar work (**20 points**)
   i. Business premise/ Building- **(5points)**
   ii. Valid tax compliance certificate – **(5 points)**
   iii. Show stock of items/tools of similar work and give contact of one major client given order as attached in tender document **(10points)**

Where information provided contradicts the site visit, bidders will be disqualified

NO	EVALUATION CRITERIA	POINTS

1.	Credit facility **10 (points)** 30 days ---2 points 60 days ---5 points 90 days ---10 points	
2.	Delivery period **(10 points)** 30 days ---10 points 60 days ---5 points 90 days ---2 points	
3.	Attach **three** different firms of (Local Purchase order"s /LSO or contracts) of similar work **(15 points)** (Each firm attached 5 points)	
4.	Analyzing the motor vehicle specifications **-(16 points)** Safety and security specifications (4points) Engine capacity (4 points) Weight (4 points) Suspension (2 points) Brakes (2points)	
5.	Warranty **(2points)**	
6.	Fuel type **(7 points)**	
TOTAL		**60 POINTS**

4.3.4 **FINANCIAL EVALUATION (20 POINTS)**

This will include the following: -

a) Confirmation of and considering Price Schedule completed and signed.

b) Checking submission of audited financial/bank statements required.

Conducting a financial comparison to determine the lowest evaluated price

No Correction of arithmetical errors and Tender Sum as Read in Form of Tender shall be final

GENERAL TECHNIAL SPECIFICATIONS

1. These specifications describe the basic requirements for the tender. Tenderers are requested to submit with their offers the detailed specifications, drawings, design, etc for the products they intend to supply.
2. Tenderers must indicate on the specifications sheets whether the items offered comply with each specific requirement.
3. All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. the procuring entity reserves the right to reject the products, if such deviation shall be found critical to the use and operation of the products.
4. The tenderers are requested to present information along with their offers as follows;- i. Shortest possible delivery period of each product

   ii. Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

TECHNICAL SPECIFICATION FOR A SALOON

Model /Brand	Indicate	
GVW	Specify	
Engine model	Specify	
Engine type	Petral,5 speed manual transmission non carburetor.	
Speed	5 speed	
Fuel tank capacity	35ltrs	

SPECIFICATIONS

Model		Indicate…….
Engine	Type	3-4 cylinder in-line
	Cubic capacity	800cc-2500cc
	Power	Specify
	Torque	Specify
	Fuel distribution	Specify
Dimensions	LXWXH(mm)	3430x1490x1475
Weight	Gross vehicle weight	Specify
Transmission		5 speed manual
Suspension	Front	Wishbone Coil Spring
	Rear	Link Type Suspension
Tyres		Specify (Alloyed)

Brakes	Front	Ventilated Discs

	Rear	Ventilated Discs
Fuel Type	Type Capacity	Petral 35ltrs
Exterior Colours		Superwhite2,whitepearlCS,SilverMetallic, Gray Metallic, Black, Attitude Black Mica, Blackish Ageha, Red, Avant-Grade Bronze ME, Vintage Brown Pearl

Standard Features	
Interior, Comfort&Convenience	**Exterior**
GradepackageTX-L Smart entry&start system ElectricallyadjustedFR+RR windows Single auto air/conwith front &rear controls Tiltand telescopic steeringwheel Centre console AM/FM/CD player withblue tooth, 6 speaker Fabric 5 seats Conversation mirror Intermittent wind screenwiper &RR window washer/wiper Power steeringwith variable flow control Steering wheel switches audio and blue tooth Bluetooth CellphoneInterphase	Roof Rails Rear Spoiler Halogen Headlamps Front Fog And Driving Lamps Side Steps BodyColouredFront And Rear Bumpers SpareWheel On Rear DoorWith Hard Cover Engine Sump Protector&Fuel Tank Protector Side MirrorHousingWith TurnIndicators Front&Rear MudFlaps **Safety &Security** Side doorimpact beams ABSw/vehiclestabilitycontrol(VSC) Activetraction control(A-TRC) D(single+knee+side)+P(Single+Side+FR/RR C.SAibags) Alarm+Immobilser

USB Input Terminal Lockable Glovebox Overhead StorageForSun Glasses LeatherSteeringWheel&Gear Swift Knobs	Impact AbsorbingSteeringColumn ISO –FIX Rear Child Seat Anchor
INCLUDE	
Nudge bar(front)	
Rear light grill	
Wind breakers	
Rear rub around step	
Log: Name-TW-LC	
Number plate	
Grand total Inclusive of VAT	

N/B: All prices must be filled in the table above and Stamp this page

SIGN……DATE……

FORM OF TENDER

Date_____

Tender No_____

To:_____

_____

(name and address of procuring entity)
Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. ……(insert numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Supply and Delivery of a Saloon Car** for Kitale National Polytechnic in conformity with the said tender documents for the sum of…….(total tender amount in figure)……(total tender amount in words) **inclusive of all duties and taxes** or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this tender.

2. We undertake, if our tender is accepted, to deliver install and commission the equipment and systems in accordance with the delivery schedule specified in the schedule of requirements.
3. If our tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to **5%** percent of the contract price for the due performance of the contract, in the form prescribed by……. (procuring entity).
4. We agree to abide by this tender for a period of **120 days** from the date fixed for tender opening of the instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This tender, together with your written acceptance thereof and your notification of award, shall constitute a contract, between us. Subject to signing of the contract by the parties.
6. We understand that you are not bound to accept the lowest or any tender that you may receive.

Dated this_____-day of_____--20_____

_____ _____

(signature) (in the capacity of)

Duly authorized to sign tender for an on behalf of_____

Official rubber stamp

_____

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business

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

Part 1 – General:

Business Name ……

Location of business premises. ……Building ……

Plot No……Street/Road ……..

Postal Address …….. Tel No. ……...

Working Mobile No a must :														
E mail: in Capital														

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
  ……
- ……

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

Part 2 (b) Partnership

Given details of partners as follows:

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

Part 2 (c) – Registered Company

Private or Public

…….

State the nominal and issued capital of company-

Nominal Kshs. ……

Issued Kshs. ……

Given details of all directors as follows

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

Credit Facility:

30 days ☐ ---2 points

60 days ☐ ---5 points

90 days ☐ ---10 points

(Tick √)

Date ……Signature of Candidate ……..

N/B: Please do not alter or customize the above questionnaire fill in format provided

ANTI CORRUPTION AFFIDAVIT FORM

REPUBLIC OF KENYA

IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT CHAPTER 15 OF THE LAWS OF KENYA
AND
IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT, NO. 33 2015.

I,……of P.O. Box……being a resident of …… in the Republic of Kenya do hereby make oath and state as follows: -

1) THAT I am the……; (Chief Executive/Managing Director/Principal Officer /Director) of …… (Name of the Business) which is a Candidate in respect of Tender Number …… to supply goods, render services and/or carry out works for Kitale National Polytechnic and duly authorized and competent to make this Affidavit.

2) THAT the aforesaid Candidate has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kitale National Polytechnic , which is the procuring entity.

3) THAT the aforesaid Candidate, its servant(s) and/or agent(s) have not been offered and will not offer any inducement to any member of the Board, Management, Staff and/or employee(s) and/or agent(s) of Kitale National Polytechnic .

4) THAT the aforesaid Candidate, its servant(s) and/or agent(s) have not been debarred from any procurement process.

5) THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

SWORN at ……. by the said }

. …….. }
}
on this …… day of …… 20…… }
_____}
}
DEPONENT ……. }

Before me }
Commissioner for Oaths

NOTES ON STANDARD FORMS

Form of Tender

This form must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representative of the tenderer.

Confidential Business Questionnaire Form

This form must be completed by the tenderer and submitted with tender documents

Tender Security Form

When required by the tender document the tenderer shall provide the tender security either in the form included therein after or in another format acceptable to the procuring entity.

Contract Form

The Contract form shall not be completed by the tenderer at the time of submitting the tenderer at the time of submitting the tender. The contract form shall be completed after contract award.

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 sum provided herein or in another form acceptable to the procuring entity.

Bank Guarantee for Advance Payment.

When there is an agreement to have Advance payment, this form must be duly completed.

TENDER SECURITY FORM

Whereas.....*[name of the tenderer]*

(hereinafter called "the tenderer") has submitted its tender dated ... *[date of submission of* **tender]** for the **Supply of Delivery of a Saloon Car** (hereinafter called "the Tender") ..... KNOW ALL PEOPLE by these presents that WE .....of.....having our registered office at.....(hereinafter called "the Bank"), are bound unto ..... *[name of Procuring entity)* (hereinafter called "the Procuring entity") in the sum of ..... for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20_____

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or

2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

(a) fails or refuses to execute the Contract Form, if required; or

(b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

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

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

_____

[Signature of the bank]

(Amend accordingly if provided by Insurance Company)

CONTRACT FORM

THIS AGREEMENT made the_____day of_____ 20_____between ……***Kitale National Polytechnic*** *of Kenya (hereinafter called "the procuring entity) of the part and……..(name of tenderer) of …….(city and country of tenderer) (hereinafter called "the tenderer") of the other part;*

WHEREAS the Kitale National Polytechnic invited tenders for (certain goods) and has accepted a tender by the tenderer for the supply of those goods in the sum of accepted a tender by the tenderer for the supply of those goods in the sum of ……..(contract price in words and figures) (hereinafter called "the Contract Price).

NOW THIS GREEMENTWITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

(a) The Tender Form and the Price Schedule submitted by the tenderer

(b) The Schedule of Requirements

(c) The Technical Specifications

(d) The General Conditions of Contract

(e) The Special Conditions of contract; and

(f) The Procuring entity's Notification of Award

(g) The Supplier's Acceptance

3. In consideration of the payments to be made by the Kitale National Polytechnic to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Kitale National Polytechnic to provide the goods and to remedy the defects therein in conformity in all respects with the provisions of this Contract

4. The Kitale National Polytechnic hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____the _____(for Kitale National Polytechnic ***)***

Signed, sealed, delivered by _____the _____*[for the tenderer* in the presence of _____

PERFORMANCE SECURITY FORM

To **Kitale National Polytechnic** .....

WHEREAS ..... (Name of tenderer] (Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____ [Reference number of the contract] dated _____ 20_____ to supply ..... [Description of goods] (Hereinafter called "the Contract").

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

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

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

This guarantee is valid until the ____day of _____20_____

Signed and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date]

MANUFACTURER'S AUTHORIZATION FORM

To……

[*name of the Procuring entity]*

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

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

_____

[*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.