

# **KISII NATIONAL POLYTECHNIC**

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## **TENDER DOCUMENT**

**FOR**

## **PROVISION OF FIRE FIGHTING EQUIPMENT, SERVICING AND DRILLING**

**TENDER NO: KNP/T/22/2021 - 2022**

**CLOSING / OPENING DATE**

**WEDNESDAY 28<sup>TH</sup> JULY 2021**

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## **SECTION I – INVITATION TO TENDER**

**TENDER REF No: KNP/PRE/25/2021-2022**

### **TENDER NAME: PROVISION OF FIRE FIGHTING EQUIPMENT, SERVICING AND DRILLING**

The Kisii National Polytechnic invites sealed tenders from interested and eligible bidders for the Supply and delivery of stationery.

Interested eligible candidates may obtain further information and inspect of tender documents at Kisii National Polytechnic, in the Procurement office during working hours from **8.00 am to 5.00pm from Monday to Friday**.

A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of Ksh.1000 payable to Kisii National Polytechnic Account **01120017051900** Cooperative Bank Kisii Branch. or downloaded from Institution website ([www.kisiipoly.ac.ke](http://www.kisiipoly.ac.ke)) free of charge. Applicants who download the tender documents shall be required to register with the Kisii National Polytechnic Procurement Office

Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of 90 days from the closing date of the tender.

Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number addressed to:

**THE PRINCIPAL**

**KISII NATIONAL POLYTECHNIC**

**P.O BOX BOX 222-40200, KISII.**

Should be deposited in the **Tender Box at the Administration Block** so as to be received on or before **Wednesday 28<sup>th</sup> July, 2021 at 11:00a.m.**

Or Bulky tenders which do not fit the tender box shall be registered at the procurement's Office at the Administration Block.

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend at the Library Ground Floor.

#### **NOTE:**

- i. Tenderer/bidders must serialize/number all the pages and copies of documents attached and indicate the documents submitted on their own attached table of contents.
- ii. All attachments shall be from the last page of this document, starting with your table of contents and all paged.

## **SECTION II – INSTRUCTIONS TO TENDERERS**

### **Eligible tenderers**

This Invitation to tender is reserved for youth, women and persons with disabilities eligible as described in the appendix to instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

Kisii National Polytechnic's employees, committee members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

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 Kisii National Polytechnic to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

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

### **Cost of tendering**

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

The price to be charged for the tender document shall not exceed Kshs.1000/=

Kisii National Polytechnic shall allow the tenderer to review the tender document free of charge before purchase.

### **Contents of tender documents**

The tender document comprises of the documents listed below and addenda 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. Schedule of Requirements
- v. Details of service
- vi. Form of tender
- vii. Price schedules
- viii. Contract form
- ix. Confidential business questionnaire form

Tender security form xi) Performance security form xii) Principal's or manufacturers authorization form xiii) Declaration form

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

### **Clarification of Documents**

A prospective candidate making inquiries of the tender document may notify Kisii National Polytechnic in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. (KNP) 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 the (KNP). 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

Kisii 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

### **Amendment of documents**

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

### **Language of tender**

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

### **Documents Comprising the Tender**

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 Clause 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 is in accordance with Clause 2.12
- (d) confidential business questionnaire

### **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 services to be performed.

### **Tender Prices**

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

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

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.

### **Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings.

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

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.

The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to Kisii National Polytechnic satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## Tender Security

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

The tender security shall be in the amount not exceeding 2 per cent of the tender price.

The tender security is required to protect KNP against the risk of

Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

- a) A bank guarantee.
- b) Cash.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit

Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by Kisii National Polytechnic as non-responsive, pursuant to paragraph 2.20

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 Kisii National Polytechnic.

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.

The tender security may be forfeited:

- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by Kisii National Polytechnic on the Tender Form; or
- (b) In the case of a successful tenderer, *if* the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 30 **or**
  - (ii) to furnish performance security in accordance with paragraph 31.
- (c) If the tenderer rejects, correction of an error in the tender.

## **Validity of Tenders**

Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the KNP, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by KNP as non responsive.

In exceptional circumstances, KNP 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.

## **Format and Signing of Tender**

The tenderer shall prepare two copies of the tender, clearly / marking each —ORIGINAL TENDER‖ and —COPY OF TENDER,‖ as appropriate. In the event of any discrepancy between them, the original shall govern.

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 initialed by the person or persons signing the tender.

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.

## **Sealing and Marking of Tenders**

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. The inner and outer envelopes shall;

- (a) be addressed to Kisii National Polytechnic 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 Wednesday 28<sup>th</sup> July, 2021 at 11.00AM**

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. —

If the outer envelope is not sealed and marked as required by paragraph 2.15.2, Kisii National Polytechnic will assume no responsibility for the tender misplacement or premature opening.

### **Deadline for Submission of Tenders**

Tenders must be received by KNP at the address **specified** under paragraph 2.15.2 not later than Wednesday 28<sup>th</sup> July, 2021, at **11.00am**

Kisii 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 KNP and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

Bulky tenders which will not fit in the tender box shall be received by Kisii National Polytechnic as provided for in the appendix.

### **Modification and withdrawal of tenders**

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 KNP prior to the deadline prescribed for the submission of tenders.

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 not later than the deadline for submission of tenders.

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

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.

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

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

### **Opening of Tenders**

2.18.1 Kisii National Polytechnic will open all tenders in the presence of tenderers representatives who choose to attend, at **Wednesday 28<sup>th</sup> July, 2021 at 11.00 a.m.,**

**2021** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

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

### **Clarification of tenders**

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

Any effort by the tenderer to influence Kisii National Polytechnic in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

### **Preliminary Examination and Responsiveness**

Kisii 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.

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and

its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

Kisii National Polytechnic may waive any minor informality or nonconformity 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.

Prior to the detailed evaluation, pursuant to paragraph 23, KNP will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The KNP'S determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

### **Conversion to a single currency**

2.21.1 Where other currencies are used, KNP 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.

### **Evaluation and comparison of tenders.**

Kisii National Polytechnic will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20. 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.

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Kisii National Polytechnic'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 2.22.4 and in the technical specifications:

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

Pursuant to paragraph 22.3 the following evaluation methods will be applied: (a) ***Operational Plan.***

Kisii National Polytechnic requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. A tender offering to perform longer than the Kisii National Polytechnic's required delivery time will be treated as non-responsive and rejected. (b) *Deviation in payment schedule.*

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

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

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.

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

Any effort by a tenderer to influence KNP 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**

In the absence of pre-qualification, KNP 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.

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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 2.1.2, as well as such other information KNP deems necessary and appropriate.

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

#### **b) Award Criteria**

Subject to paragraph 2.29 KNP 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.

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

#### **Notification of award**

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.

The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and KNP pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, KNP will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **Signing of Contract**

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

Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the KNP.

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

## **Performance Security**

Within thirty (30) days of the receipt of notification of award from the Kisii 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 the Kisii National Polytechnic. Failure of 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 Kisii National Polytechnic may make the award to the next lowest evaluated or call for new tenders.

## **Corrupt or Fraudulent Practices**

Kisii 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.

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

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

## **APPENDIX TO INSTRUCTIONS TO THE TENDERERS**

### **Notes on the appendix to instruction to Tenderers**

The appendix to instructions to tenderers is intended to assist Kisii National Polytechnic in providing specific information in relation to corresponding clauses in the instructions to tenderers included in section II and the appendix has to be prepared for each specific procurement

1. Kisii National Polytechnic should specify in the appendix information and requirements specific to the circumstances of the KNP, the processing of the procurement and the tender evaluation criteria that will apply to the tenderers
2. In preparing the appendix the following aspects should be taken into consideration
  - a. The information that specifies and complements provisions of section III to be incorporated
  - b. Amendments of section II as necessitated by the circumstances of the specific procurement to be also incorporated.
3. Section II should remain intact and only be amended through the appendix.

## Appendix to instructions to tenderers

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.10.1	Quoted in Kenya Shillings
2.11	Particulars of eligibility and qualifications documents of evidence required
2.12	Submit a dully filled tender securing declaration form
2.12.2	Kisii National Polytechnic's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
2.16.3	Bulky tenders which do not fit the tender box shall be registered at the at the Administration Block
2.30	Performance security shall be 5% Of the Tender sum
2.18.1	<b>Wednesday 28<sup>th</sup> July, 2021 11:00AM</b>

## **SECTION III GENERAL CONDITIONS OF CONTRACT**

### **Definitions**

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

- a) The contract<sup>||</sup> means the agreement entered into between Kisii National Polytechnic and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) The Contract Price<sup>||</sup> means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) The services<sup>||</sup> means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to KNP under the Contract.
- d) Kisii National Polytechnic -means 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<sup>||</sup> means general conditions of contract contained in this section
- g) SCC<sup>||</sup> means the special conditions of contract
- h) Day<sup>||</sup> means calendar day

### **Application**

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

### **Standards**

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

**Patent Right's**

The tenderer shall indemnify KNP against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

**Performance Security**

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to KNP the performance security where applicable in the amount specified in Special Conditions of Contract.

The proceeds of the performance security shall be payable to Kisii National Polytechnic as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to KNP and shall be in the form of:

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

The performance security will be discharged by KNP 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.

**Inspections and Tests**

Kisii National Polytechnic or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. KNP shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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 KNP.

Should any inspected or tested services fail to conform to the Specifications, KNP 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 KNP.

Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **Payment**

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

### **Prices**

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC , vary from the prices by the tenderer in its tender or in the Kisii National Polytechnic 's 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.

### **Assignment**

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

## **3.10 Termination for Default**

Kisii 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 services within the period(s) specified in the Contract, or within any extension thereof granted by Kisii National Polytechnic.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of Kisii National Polytechnic has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event Kisii National Polytechnic terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to KNP for any excess costs for such similar services.

### **Termination of insolvency**

Kisii 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 Kisii National Polytechnic.

### **Termination for convenience**

Kisii 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 Kisii 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.

For the remaining part of the contract after termination Kisii National Polytechnic may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **Resolution of disputes**

Kisii 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.

### **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.

### **Force Majeure**

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.

### **Applicable Law.**

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

### **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**

### **Notes on Special Conditions of Contract**

The clauses in this section are intended to assist Kisii National Polytechnic in providing contract specific information in relation to corresponding clauses in the general conditions of contract.

The provisions of section IV complement the general conditions of contract included in section III, specifying contractual requirements linked to the special circumstances of Kisii National Polytechnic and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

- a) Information that complement provisions of section III must be incorporated
- b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific service required must also be incorporated

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.

## **SECTION IV SPECIAL CONDITIONS OF CONTRACT**

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

Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.6	Specify performance security if applicable.
3.8. payment	Payment will be made after 30 days upon proof of satisfactory performance and approved work sheet by KNP Supervisor.
3.9. price adjustment	Prices may be adjusted when students are not in session
23.14	Resolution of disputes will be as agreed by parties or seek for Arbitration
3.17 laws applicable	Law of Kenya
3.18	Kisii National Polytechnic P.O. Box 222-40200 KISII

## **SECTION V – SCHEDULE OF REQUIREMENTS**

### **Notes for preparing the schedule of requirements**

The schedule of requirements for the services shall be included in the tender documents by Kisii National Polytechnic and shall cover at the minimum a description of the goods and services to be supplied and the delivery schedule. The objectives of schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders efficiently and accurately, in particular, the price schedule, for which information is provided.

In addition, the schedule of requirements, together with the price schedule, should serve as a base in the event of quantity variations at the time of award of contract pursuant to instructions to tenderers clause 26.

The date or period of delivery should be carefully specified, taking into account the date prescribed herein from which Kisii National Polytechnic's delivery obligations start (notice of award).

This part will include any deliverables under the service contract

Number	Description	Quantity	Delivery Time Start _____ End _____
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## **SECTION VI: DESCRIPTION OF SERVICES**

### **TENDER NO: 25. FIRE FIGHTING EQUIPMENTS, SERVICING AND FIRE DRILLING**

**NAME OF TENDERER: -----**

NO	ITEM	SPECIFICATION	UNITS	PRICE PER UNIT
	cylinder	<b>Specify</b> Gas (CO2) Water Foam	Per pc	
	Cylinder ( SERVICE)	Water cylinder Gas cylinder Foam cylinder	Per pc Per pc	
	Fire drilling	Attach price list		

**Attach list/catalogue**

Signature of tenderer \_\_\_\_\_

*Note:* In case of discrepancy between unit price and total, the unit price shall prevail.

Total one year Tender sum Kshs ..... (In words)

.....  
Transfer the one Year TOTAL to Form of Tender

## FORM PQ-1 PRE-QUALIFICATION

### Mandatory Requirements for Persons with Disabilities (PWD's), Youth and Women

- I Attach copy of Business Registration Certificate
- ii Attach copy of PIN certificate and VAT Certificate
- Iii Registration Certificate by National Treasury/County Government (AGPO)

Duly filled and completed Tender submission document.

**N/B Previous Experience is not a requirement for special groups (Youth, Women& PWDs,) Audited Accounts for this special group is not a requirement. Also under this special group the bidders should specify on the document whether the firm is owned by Youth, Women or PWDs (be specific)**

You can provide evidence of physical address and premises. The Polytechnic evaluation team may Visit suppliers' premises to ascertain physical address and premises.

### EVALUATION CRITERIA

#### (a) Mandatory Requirements

- i. Duly signed pre-qualification Form
- ii. Certified copy of Certificate of Registration/Incorporation
- iii. Certified Valid Tax compliance certificate.
- iv. Certified copy of Pin certificate ( itax)
- v. Duly filled Confidential Registration Business Questionnaire.
- vi. Certified Valid a copy of business permit
- vii. Sworn Affidavit duly signed from a registered commissioner of oaths
- viii. Tender document must be paginated/serialized and well bound
- ix. A copy of valid certificate of Youth, Women and persons with disability YWPD) **applicable to reserved categories**
- x. Attach Orders from leading customers in terms of value (attach copies of LPO/LSO from at least three different customers). **Applicable to open categories**
- xi. Attach a copy of valid NHIF and NSSF compliance certificates **applicable to cleaning and security services**
- xii. Attach three years (recent) audited accounts starting from 2018 **applicable to open categories or a bank statement for the last 6 months**
- xiii. Attach a copy valid NEMA certificate where **applicable to exhaust and cleaning services.**

- xiv. Attach a copy of certificate of good conduct **applicable to security services**

<b>MANDATORY EVALUATION MATRIX</b>					
	<b>Evaluation Attribute</b>	<b>Evaluation Parameters</b>	<b>Total Marks per Category</b>	<b>Marks Awarded</b>	<b>Remarks</b>
i.	Duly signed Registration of Suppliers Submission Form.	Mandatory	5		
ii.	Certified copy of Certificate of Registration/Incorporation.	Mandatory	10		
iii.	Certified Valid Tax compliance certificate.	Mandatory	5		
iv.	Certified copy of Pin certificate (itax)	Mandatory	5		
v.	Duly filled Confidential Pre-qualification Business Questionnaire.	Mandatory	10		
vi.	Sworn Affidavit.	Mandatory	5		
vii.	Certified Valid copy of business permit	Mandatory	5		
viii.	A copy of valid certificate of Youth, Women and persons with disability (YWPD) <b>where applicable</b>	Mandatory	10		
ix.	Attach Orders from leading customers in terms of value (attach Copies of LPO/LSO from at least three different	Mandatory	15		
x.	Attach a copy of NHIF compliance certificate and NSSF compliance certificate <b>where applicable</b>	Mandatory	5		

xi.	Attach three years (recent) audited accounts <b>where applicable</b>	Where applicable	10		
xii.	xv. Attach a copy NEMA certificate where applicable	Where applicable	10		
xiii.	Attach a copy of: Association of Insurance Brokers (AIB) Practicing license for Agents Insurance Regulatory Authority (IRA )	Mandatory for Insurance Services	10		
xiv.	Attach a copy of certificate of good conduct where applicable	Where applicable	10		
	<b>TOTAL SCORE</b>		<b>115</b>		

## PART 2: TECHNICAL EVALUATION

	ITEM DESCRIPTION	WEGHTING (POINTS)
	Attach copies of certificates and curriculum vitae of Management and other key staff duly signed and telephone number indicated for the staff.	18
	Relevant Tools and Equipment and consumables <ul style="list-style-type: none"> <li>List of equipment you own for this assignment (attach ownership evidence i.e. purchase, receipts, Delivery notes/invoices)</li> </ul>	15
	Two (2) years audited account statements 2019 & 2020 or Last Six (6) months bank statement	10
	Credit Period: 30 days –3 points 60 days –5 points 90 days- 7 points	15
	Must have evidence of supply of similar goods/services for three (3) firms with similar complexity and value as Kisii National Polytechnic <ul style="list-style-type: none"> <li>Certified copy of Contract agreements and recommendations from each institution.</li> <li>Each contract agreement – 3 points</li> <li>Each recommendation letter – 3 points</li> </ul>	12

	Evidence of Statutory compliance <ul style="list-style-type: none"> <li>• NHIF -5 points</li> <li>• NSSF -5 points</li> </ul>	10
	Document Presentation; Having the tender document arranged in an orderly manner with clearly marked separators/ page marks	10
	Litigation history (Certified by commissioner of oaths)	10
	<b>TOTAL</b>	<b>100</b>

Any bidder who scores 80 points and above only shall be considered for financial

## FORM OF TENDER

Date \_\_\_\_\_

Tender No. \_\_\_\_\_

To  
The Principal  
Kisii National Polytechnic  
P.O. Box 222-40200 KISII

[Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos... *[Insert numbers, the of which is hereby duly acknowledged, we, the undersigned, offer to provide. [Description of services] in conformity with the said tender documents for the sum of .[total tender amount in words and figures]*  
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to \_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Kisii National Polytechnic).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20

*[signature] [In the capacity of]*

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

### Part 1 General

Business Name .....  
Location of Business Premises .....  
Plot No, ..... Street/Road .....  
..... Postal address ..... Tel No. ....  
..... Fax Email ..... Nature of Business .....  
..... Registration Certificate No. .... Maximum  
value of business which you can handle at any one time – Kshs. .... Name of  
your bankers ..... Branch .....  
.....

#### Part 2 (a) – Sole Proprietor

Your name in full.....Age.....  
Nationality.....Country of Origin.....  
Citizenship details .....

#### Part 2 (b) – Partnership

Given details of partners as follows

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

#### Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company Nominal  
Kshs.

Issued Kshs.

Given details of all directors as follows

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

Date.....Signature of Candidate.....

# TENDER SECURING DECLARATION FORM

## SECOND SCHEDULE

### Tender-Securing Declaration Form (r.22)

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

Date: [insert date (as day, month and year) of Bid submission] Tender No. [insert number or bidding process]

To: [insert complete name of Purchaser]

We, the undersigned, declare that:

1. We understand that according to our conditions, Bids must be supported by a Bid-Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in a contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date]. If we are in breach of our obligation under the bid conditions, because we -
  - (a) have withdrawn our Bid during the period of bid validity, specified by us in the Bidding Data sheet; or
  - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity.
    - (i) Fail or refuse to execute the Contract, if required, or
    - (ii) Fail or refuse to furnish the Performance security, in accordance with the ITT.
3. We understand that this Bid securing Declaration shall expire if we are not the successful Bidder, upon the earlier of
  - (i) our receipt of a copy of your notification of the name of the successful Bidder; or
  - (ii) twenty days after the expiration of our Tender.

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

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

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

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated [insert date of signing] .....

## TENDER SECURITY FORM

Whereas.....[Name of the tenderer]

(Hereinafter called —the tenderer<sup>1</sup>) has submitted its tender dated.....[date of submission of tender ] for the provision of .....

[Name and/or description of the services]

(Hereinafter called —the Tenderer<sup>1</sup>).....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[Name of Kisii National Polytechnic](Hereinafter called —the Bank<sup>1</sup>) are bound unto...  
..... [Name of Kisii National Polytechnic](Hereinafter called —Kisii National Polytechnic<sup>1</sup>) in the sum of for which payment well and truly

to be made to the said Kisii National Polytechnic, 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 Kisii National Polytechnic 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 Kisii National Polytechnic up to the above amount upon receipt of its first written demand, without Kisii National Polytechnic having to substantiate its demand, provided that in its demand Kisii National Polytechnic 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 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)*

## PERFORMANCE SECURITY FORM

To: .....

[Name of the Kisii 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 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 the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of .....

*[Amount of the guarantee in words and 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 or sums 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 or financial institution]*

\_\_\_\_\_  
*[Address]*

\_\_\_\_\_  
*[Date]*

*(Amend accordingly if provided by Insurance Company)*

## BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[Name of tender].....

Gentlemen and/or Ladies:

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

.....

[Name and address of tenderer][hereinafter called —the tenderer] shall deposit with Kisii National Polytechnic bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of

.....

*[Amount of guarantee in figures and words].*

We, the .....

*[Bank or financial institution]*, as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to Kisii National Polytechnic on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding

*[Amount of guarantee in figures and words].*

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

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

Yours truly,

Signature and seal of the Guarantors

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

\_\_\_\_\_  
*[Address]*

\_\_\_\_\_  
*[Date]*

## CONTRACT FORM

THIS AGREEMENT made the day of \_\_20\_\_ between... [Name of procurement entity] of ..... [Country of Procurement entity](Hereinafter called — Kisii National Polytechnic of the one part and ..... [Name of tenderer] of

.....  
[City and country of tenderer](Hereinafter called —the tenderer) of the other part.

WHEREAS Kisii National Polytechnic invited tenders for certain materials and spares. Viz ..... [Brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of ..... [Contract price in words and figures] NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract 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 specification;
  - (d) The general condition of the contract;
  - (e) The special conditions of the contract; and
  - (f) Kisii National Polytechnic 's Notification of Award.
3. In consideration of the payments to be made by Kisii National Polytechnic to the tenderer as hereinafter mentioned, the tenderer hereby covenants with Kisii National Polytechnic to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. Kisii National Polytechnic hereby covenants to pay the tenderer in consideration of the provision of the materials and spares 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.

presence of \_\_\_\_\_.

Signed, sealed, delivered by \_\_\_\_\_ the  
Signed, sealed, delivered by \_\_\_\_\_ the

48  
(for the Kisii National Polytechnic  
(for the tenderer) in the

**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 (KISII  
Technical Training Institute

Request for review of the decision of the... (Name of Kisii National Polytechnic) of  
.....dated the...day of .....20.....in the matter of Tender No... of  
.....20...

**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 of  
.....20.....

**SIGNED**

**Board Secretary**