



**MACHAKOS TEACHERS' COLLEGE**

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**ISO 9001:2015 CERTIFIED**

**SECTION I INVITATION TO TENDER**

**DATE \_\_\_\_\_**

**TENDER REF NO:** MATECO 28/2018/2019/20

**TENDER NAME:** Supply & Delivery of Pest Control Chemicals

- 1.1 Machakos Teachers college invites sealed bids from eligible candidates for registration on **Supply of Pest Control Chemicals**.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the college procurement office during normal working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of ksh 1000 in cash or Bankers cheque payable to Machakos teachers college.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at colleges administration block. or be addressed to the Principal (*Machakos teachers college*) so as to be received on or before **Tuesday, May 29, 2018 at 12:00 noon**
- 1.5 Prices quoted should be net inclusive of all taxes and delivery cost and must be in Kenya Shillings and shall remain valid for (90) days from the closing date of the tender.
- 1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at college in the Boardroom.

For Principal

## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible Tenderers**

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by **31<sup>st</sup> June, 2020**

2.1.2 The college's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

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

2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

### **2.3 Cost of Tendering**

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

2.3.2 All firms found capable of performing the contract satisfactorily in accordance with the set registration criteria shall be prequalified.

### **2.4. The Tender Document**

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) Technical Specifications
- (iv) Price schedule/Tender Form
- (v) Contract Form
- (vi) Confidential Business Questionnaire

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

## **2.5 Clarification of Documents**

2.5.1 A prospective tenderer requiring any clarification of the tender may notify the college in writing or by post at the college's address indicated in the Invitation to Tender. The college 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 college.

Written copies of the college response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 The college shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

## **2.6 Amendment of Documents**

2.6.1 At any time prior to the deadline for submission of tenders, the college, 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 amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

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

## **2.7 Language of Tender**

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the college, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the

relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.8 Documents Comprising of Tender**

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

- (a) a Tender Form and a Price Schedule completed
- (b) documentary evidence that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and

## **2.9 Tender Forms**

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

## **2.10 Tender Prices**

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

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the college.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account.

2.10.4 A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

2.10.5 The validity period of the tender shall be 60 days from the date of opening of the tender.

## **2.11 Tender Currencies**

2.11.1 Prices shall be quoted in Kenya Shillings.

## **2.12 Tenderers Eligibility and Qualifications**

2.12.1 The tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country.

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the College's satisfaction;

- (a) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (b) that in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations.

### **2.13 Goods Eligibility and Conformity to Tender Documents**

2.13.1 The tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract.

2.13.2 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
- (c) A clause-by-clause commentary on the college's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.3 The tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the College in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the college's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **2.14 Validity of Tenders**

2.14.1 Tenders shall remain valid for 90 days or as specified in the Invitation to tender after the date of tender opening prescribed by the college. A tender valid for a shorter period shall be rejected by the college as non responsive.

2.14.2 In exceptional circumstances, the college may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.15 Sealing and Marking of Tenders**

2.15.1 The Tenderer shall seal the tender in envelope.

2.15.2 The envelopes shall:

(a) Be addressed to the college at the address given in the Invitation to Tender.

1.1(b) Bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," **Tuesday, May 29, 2018 at 12:00 noon**

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

2.15.4 If the envelope is not sealed and marked as required the college 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 the college at the tender box placed at the administration block not later than, **Tuesday, May 29, 2018 at 12:00 noon.**

2.16.2 The college may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents, in which case all rights and obligations of the college and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

## **2.17 Modification and Withdrawal of Tenders**

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution

or withdrawal of the tenders, is received by the college prior to the deadline prescribed for submission of tenders.

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

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

2.17.4 The College may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.5 The College shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.18 Opening of Tenders**

1.1 The college will open all tenders in the presence of tenderers' representatives who choose to attend, at **Tuesday, May 29, 2018 at 12:00 noon** in the location specified in the Invitation to Tender.

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

2.18.1 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and such other details as the college, at its discretion, may consider appropriate, will be announced at the opening.

2.18.2 The college will prepare minutes of the tender opening.

## **2.19 Clarification of Tenders**

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

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

## **2.20 Preliminary Examination**

2.20.1 The college will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether

required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, 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. If there is a discrepancy between words and figures the amount in words will prevail

2.20.3 The college may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

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

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

## **2.21 Conversion to Single Currency**

2.21.1 No conversions of currencies will be allowed by the college hence prices quoted should be in Kenya shillings.

## **2.22 Evaluation and Comparison of Tenders**

2.22.1 The college will evaluate and compare the tenders which have been determined to be substantially responsive.

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

2.22.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of



contract award shall be considered for debarment from participating in future public procurement.

### **2.23 Contacting the college**

2.23.1 No tenderer shall contact the college on any matter related 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 the college in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

### **2.24 Award of Contract**

#### **(a) Post-qualification**

2.24.1

2.24.2 In the absence of pre-qualification, the college 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.

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

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

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

2.24.5 The college will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

**(b) Right to Vary quantities**

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

**(c) Right to Accept or Reject Any or All Tenders**

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

**2.25 Notification of Award**

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

2.25.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.25.3 Upon the notification of award to the successful Tenderer's the college will promptly notify each unsuccessful Tenderer.

**2.26 Signing of Contract**

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

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

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

**2.27 Corrupt or Fraudulent Practices**

2.27.1 The college requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the college, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the college of the benefits of free and open competition;

2.27.2 The college will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

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

### **3.1 Definitions**

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

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

### **3.2 Application**

3.2.1 These General Conditions shall apply in all Contracts made by the college for the procurement installation and commissioning of equipment

### **3.3 Country of Origin**

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

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

### **3.4 Standards**

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

### **3.5 Use of Contract Documents and Information**

- 3.5.1 The tenderer shall not, without the college prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the college in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 3.5.2 The tenderer shall not, without the college's prior written consent, make use of any document or information enumerated above.
- 3.5.3 Any document, other than the Contract itself, enumerated in shall remain the property of the college and shall be returned (all copies) to the college on completion of the Tenderer's performance under the Contract if so required by the college.

### **3.6 Patent Rights**

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

### **3.7 Inspection and Tests**

- 3.7.1 The college or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The college 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 in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the college.
- 3.7.3 Should any inspected or tested goods fail to conform to the Specifications, the college may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the college.

3.7.4 The college's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the college or its representative prior to the equipment delivery.

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

### 3.8 **Packing**

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

3.8.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

### 3.9 **Delivery and Documents**

3.9.1 Delivery of the Goods shall be made by the tenderer to the colleges specified premise/office.

### 3.10 **Insurance**

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

### 3.11 **Payment**

3.11.1 The method and conditions of payment to be made to the tenderer under this Contract shall be cheque and after the goods have been supplied and accepted by the college's inspection and acceptance committee or by the responsible officer respectively.

### 3.12 **Prices**

3.12.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not vary from the prices by the tenderer in its tender/quotation.

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

3.12.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

3.12.4 Price variation request shall be processed by the college within 30 days of receiving the request.

### **3.13 Assignment**

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

### **3.14 Subcontracts**

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

### **3.15 Termination for default**

3.15.1 The college may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part

- (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract/local Purchase order(LPO)/Local service order(LSO), or within any extension thereof granted by the college
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the college has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

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

### **3.16 Liquidated Damages**

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

### **3.17 Resolution of Disputes**

3.17.1 The college and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

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

### **3.18 Language and Law**

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

### **3.19 Force Majeure**

3.19.1 The tenderer shall not be liable for 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.



## **SECTION IV - TECHNICAL SPECIFICATIONS**

### **4.1 General**

- 4.1.1** These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply
- 4.1.2** Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 4.1.3** 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 college reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 4.1.4** 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.

## PRICE SCHEDULE FOR GOODS

The price quotation will be issued to the tenderers whom will be Registered/Prequalified by the College.

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

### DECLARATION BY THE TENDERER

I -----(Company name)----- (sign)-----

do declare that for the period I will be a supplier of Machakos teachers college wont engage in any corrupt practice.

### (I) OTHER CANDIDATES

A MANDATORY REQUIREMENTS		
A1	Pin number (attach copy)	Yes /No
A2	Copy of valid tax compliance certificate	Yes /No
A3	Copy of current business permit /license	Yes /No
A4	Copy of Certificate of incorporation	Yes /No
A5	Duly completed mandatory business questionnaire	Yes /No
B GENERAL REQUIREMENTS		SCORE %
B1	Financial capability as supported by audited accounts or certified bank statement provided	20
B2	Indicate having undertaken similar assignment with atleast three firms in the last one year (attach documentary evidence eg. LPO, delivery note, contact payment certificate.	20
B3	Maximum accumulated volume of business handled in a year for at least one year.	20
C TECHNICAL REQUIREMENTS		
C1	Does your company have own transport? (attach evidence and capacity)	10 Own 10 Hire 5
C2	Credit period	15 Over 30days 15 Less than 30days 0
C3	Delivery period	10 1-3 days 10 4-7days 6 Over one week
C4	Documentary conformity /presented in a required format	5
<b>TOTAL SCORE (100%)</b>		

NB – bidders must meet all mandatory requirement to qualify for the general & technical evaluation

-To qualify for the price evaluation, the bidder must score a minimum of 70%

-The bidder quoting the lowest having attained 70% technical & general score shall be recommended for tender award.

Any information provided by the bidder may be verified by the college.

**EVALUATION CRITERIA (II)**  
**FOR REGISTERED TARGET GROUPS (YOUTH, WOMEN AND PERSONS WITH DISABILITIES ONLY) -YAGPO**

- The method of evaluation will be merit point system.
- The criteria of evaluation and the points to be awarded on each criteria will be as follows.

	<b>A. MANDATORY REQUIREMENTS</b>	<b>POINTS</b>
A1	Certificate of incorporation /Registered (attach copy)	Yes / No
A2	Certificate of Registration for youth owned enterprises issued by Nation treasury (attach copy of YAGPO)	Yes / No
A3	Certificate of Registration for Disadvantaged group (attach copy)	Yes / No
A4	Copy of business permit	Yes / No

NB – bidders must meet all mandatory requirement to qualify for the price evaluation  
 Any information provided by the bidder may be verified by the college.

6.1 **FORM OF TENDER**

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

To: *Machakos Teachers College,*  
*P.o box 124-90100,*  
*MKS.*

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 deliver, install and commission ( ..... *(insert equipment description)* in conformity with the said tender documents for the sum of ..... *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment 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 \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract , in the form prescribed by **MACHAKOS TEACHERS COLLEGE**.

4. We agree to abide by this Tender for a period of 90 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 you may receive.

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

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

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

## 6.2 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

<i>Part 1 – General:</i>	
Business Name .....	
Location of business premises. ....	
Plot No. ....	Street/Road .....
Postal Address .....	Tel No. .... Fax ..... E mail .....
Nature of Business .....	
Registration Certificate No. ....	
Maximum value of business which you can handle at any one time – Kshs. ....	
Name of your bankers .....	Branch .....

	Part 2 (a) – Sole Proprietor			
	Your name in full .....			Age .....
	Nationality .....	Country of origin .....		
	• Citizenship details			
	.....			
	Part 2 (b) Partnership			
	Given details of partners as follows:			
	Name	Nationality	Citizenship Details	Shares
	1. ....			
	2. ....			
	3. ....			
	4. ....			
	Part 2 (c) – Registered Company			
	Private or Public .....			
	State the nominal and issued capital of company-			
	Nominal Kshs. ....			
	Issued Kshs. ....			
	Given details of all directors as follows			
	Name	Nationality	Citizenship Details	Shares
	1. ....			
	2. ....			
	3. ....			
	4. ....			
	5. ....			
	Date .....	Signature of Candidate .....		

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