



# **RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY**

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**RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY**

**P.O. BOX 7182 – 20100**

**NAKURU**

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## **SUPPLY AND DELIVERY OF WELDING GAS**

**TENDER NO: RVIST/BOG/25/2017/2019**

**CLOSING DATE: 20<sup>TH</sup> JUNE 2017**

**TIME: 10.00AM**

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## SECTION I. INVITATION FOR TENDER

**TENDER NO RVIST/BOG/25/2017/2019**

**TENDER NAME: SUPPLY AND DELIVERY WELDING GAS.**

**The Rift Valley Institute of Science and Technology invites sealed bids from eligible candidates for SUPPLY AND DELIVERY WELDING GAS.**

Interested eligible candidates may obtain further information from and inspect the tender documents at the **Rift Valley Institute of Science and Technology P.O BOX 7182 NAKURU**, during normal working hours **8.00am to 5.00pm**.

A complete set of tender documents may be obtained by interested candidates from RVIST website: [www.rvist.ac.ke](http://www.rvist.ac.ke) or collected from Procurement office upon payment of a non - refundable fee of **Kshs 1,000.00** (One thousand shillings only) at the Revenue office, payable in cash .

Completed tender documents are to be enclosed in plain sealed envelopes marked with **'tender reference number and name'** and be deposited in the Tender Box at the **Administration Block** and be addressed to the **Principal, Rift Valley Institute of Science and Technology** so as to be received on or before **20<sup>th</sup> JUNE 2017** at **10:00am**.

Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings.

Candidates must prove that they qualify to participate in public procurement in accordance to public procurement Act and Regulations by providing the following documents or evidence.

- a) Certificate of registration
- b) Copy of VAT and PIN certificate from KRA
- c) KRA current tax compliance certificate
- d) Current single business permit
- e) Detailed company profile
- f) Three letters of recommendation from your current corporate clients
- g) Copy of original RVIST payment receipt for bought tender documents
- h) Reference list of organizations served
- i) Bidders under reserved category must have relevant registration certificates
- j) Bidders applying for tenders in insurance services must attach current certificate from the Insurance Regulation Authority (IRA).

The bidders **MUST** comply with all the instructions and rules of the tender and particularly ensure that all the forms required are properly completed.

Tenders will be opened immediately thereafter, in the presence of tenderers' representatives who choose to attend at **RVIST Conference room**.

## **SECTION II. INSTRUCTIONS TO TENDERERS**

### **Introduction**

#### **1. Eligible Tenderers**

1.1 This Invitation for Tenders is open to all tenderers eligible as described in the tender documents. Successful tenderers shall complete the provision of services by the intended completion date specified in the tender documents.

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

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

#### **2. Eligible Goods/Services**

2.1 All services to be provided under the contract shall have their origin in eligible source countries.

2.3 The origin of services is distinct from the nationality of the tenderer.

#### **3. Cost of Tendering**

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

### **The Tender Document**

#### **4 Contents**

4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders.

- (i) Invitation for Tenders

- (ii) General information
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of Requirements
- (vi) Tender Form and Price Schedules

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.

## **5. Clarification of Documents**

5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by cable (hereinafter, the term *cable* is deemed to include telex and facsimile) at the entity's address indicated in the Invitation for tenders.

5.2 The Procuring entity will respond in writing to any request for clarification of the tender prior to the deadline for the submission of tenders, prescribed by the procuring entity. 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 tenderer that have received the tender document.

## **6. Amendment of Documents**

6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, 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.

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

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

## **Preparation of Tenders**

### **7. Language of Tender**

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

### **8. Documents Comprising the Tender**

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with paragraph 12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Documentary evidence established in accordance with paragraph 13 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents;

### **9. Tender Form**

9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the services to be provided, a brief description of the services.

### **10. Tender Prices**

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

10.2 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 22.

## **11. Tender Currencies**

11.1 Prices shall be quoted in the following currencies:

- (a) For goods/services that the tenderer will provide from within Kenya, the prices shall be quoted in Kenya shillings; and
- (b) For goods/services that the tenderer will provide from outside Kenya, the prices shall be quoted in US dollars or in another freely convertible currency.

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

12.1 Pursuant to paragraph 1 of section III, 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.

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 as defined under paragraph I of section III.

12.3 The documentary evidence of the Tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction:

- (a) that, in the case of a tenderer offering to provide services under the contract which the tenderer did not originate or otherwise produce, the tenderer has been duly authorized by the services provider to provide the services;
- (b) That the tenderer has the financial, technical, and production capability necessary to perform the contract;

## **13. Goods'/Services Eligibility and Conformity to Tender Document.**

13.1 Pursuant to paragraph 2 of this section, the tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all services which the tenderer proposes to provide under the contract.

13.2 The documentary evidence of the eligibility of the services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.



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

- (a) a detailed description of the essential technical and performance characteristics of the services;
- (b) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

#### **14. Validity of Tenders**

14.1 Tenders shall remain valid for 90 days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

14.2 In exceptional circumstances, the Procuring entity 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.

#### **15. Format and Signing of Tender**

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

15.3 The tender shall have no interlineation, 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.

#### **Submission of Tenders**

#### **16. Sealing and Marking of Tenders**

16.1 The tenderer shall seal the original and each copy(1) of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

16.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the following address:

**The Principal, RVIST , P.O BOX 7182-20100NAKURU**

- (b) Bear, the Tender Name, the Tender No. and the words: "DO NOT OPEN BEFORE,"  
**20<sup>th</sup> JUNE 2017 at 10:00am.**

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

16.4 If the outer envelope is not sealed and marked as required by paragraph 17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

## **17. Deadline for Submission of Tenders**

17.1 Tenders must be received by the Procuring entity at the address specified under paragraph 16.2 no later than

17.2 The Procuring entity 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 the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

## **18. Modification and Withdrawal of Tenders**

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

18.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 17. 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.

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

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

## **Opening and Evaluation of Tenders**

### **19. Opening of Tenders**

19.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, **Rift Valley Institute of Science and Technology Conference Room**.

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

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

19.4 The Procuring entity will prepare minutes of the tender opening.

### **20. Clarification of Tenders**

20.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity 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.

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

### **21. Preliminary Examination**

21.1 The Procuring entity 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.

21.2Arithmetical 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.

21.3The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

21.4Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity 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 Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

21.5If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **22. Evaluation and Comparison of Tenders**

22.1The Procuring entity will evaluate and compare the tenders, which have been determined to be substantially responsive, pursuant to paragraph 22.

22.2The Procuring entity's evaluation of a tender will exclude and not take into account:

(a)in the case of services provided in Kenya or services of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the services if a contract is awarded to the tenderer; and

(c)Any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

22.4The Procuring entity's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 23.5 and in the technical specifications:

(a) Delivery schedule offered in the tender;

- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;
- (c) the cost of components, and service;
- (d) The availability in Kenya of and after-sales services for the services offered in the tender;

22.5 Pursuant to paragraph 23.4 the following evaluation methods Will be applied:

(a) *Delivery schedule.*

(i)The Procuring entity requires that the services under the Invitation for Tenders shall be provided at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule.*

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

(c) *After sales service facilities.*

Tenderers must offer services with after sales service. Documentary evidence and locations of such back- up must be given. Where a tenderer offers services without such back up in the country, he must give documentary evidence and assurance that he will establish adequate back up for services provided.

### **23. Contacting Rift Valley Institute of Science and Technology**

23.1 Subject to paragraph 21, no tenderer shall contact **RVIST** on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

23.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

## **Award of Contract**

### **24. Post-qualification**

24.1 In the absence of pre-qualification, the Procuring entity 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.

24.2 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, pursuant to paragraph 12.3, as well as such other information as the Procuring entity deems necessary and appropriate.

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

### **25. Award Criteria**

25.1 Subject to paragraph 10,23 and 28 the RVIST 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.

### **26. Procuring entity's Right to Vary quantities**

26.1 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of services originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

### **27. RVIST has a Right to Accept or Reject Any or All Tenders**

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

### **28. RVIST Right to Accept or Reject Any or All Tenders**

28.1RVIST 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 action.

## **29. Signing of Contract**

29.1At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

29.2Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

## **30. Corrupt Fraudulent Practices**

30.1The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, the Procuring entity:-

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything 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 Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial noncompetitive levels and to deprive the Procuring entity of the benefits of free and open competition;
- (b) 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;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

30.2 Furthermore, tenderers shall be aware of the provision stated in the General Conditions of Contract.

## **SECTION III-GENERAL CONDITIONS OF CONTRACT1. Definitions**

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

- (a) "The Contract" means the agreement entered into between the Procuring entity 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 service" means any object of procurement other than works and goods.
- (d) "The Procuring entity" means the organization purchasing the services under this Contract.
- (e) "The tenderer" means the individual or firm providing the services under this Contract.

## **2.Application**

2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement of Services.

## **3.Country of Origin**

3.1 For purposes of this Clause, "origin" means the place where the services originate.

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

## **4.Standards**

4.1 The services provided under this Contract shall conform to the standards mentioned in the Technical Specifications.



## **5. Use of Contract Documents and Information**

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

5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 5.1 above.

5.3 Any document, other than the Contract itself, enumerated in paragraph 5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity.

## **6. Patent Rights**

6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services or any part thereof in the Procuring entity's country.

## **7. Inspection and Tests**

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

7.2 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall make alterations necessary to meet specification requirements free of cost to the Procuring entity.

7.3 Nothing in paragraph 8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

## **8. Provision of Services**

8.1 Provision of services shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

## **9. Payment**

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

9.2 Payments shall be made by the Procuring entity as specified in the contract.

## **10. Prices**

10.1 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 under section 82 of Public Procurement and Asset Disposal 2015 .

## **11. Assignment**

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

## **12. Subcontracts**

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

## **13. Termination for Default**

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

13.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to

those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

#### **14. Liquidated Damages**

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

#### **15. Resolution of Disputes**

15.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

15.2 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.

#### **16. Language and Law**

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

#### **17. Force Majeure**

17.1 The tenderer 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.

## **SECTION V - TECHNICAL SPECIFICATIONS**

### **5.1 General**

5.1.1 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

5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.

5.1.3 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 procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.

5.1.4 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.

**SECTION VII - PRICE SCHEDULE FOR GOODS**

Name of tenderer \_\_\_\_\_

Tender Number \_\_\_\_\_ Page \_\_\_ of

\_\_\_\_\_

| <b>No</b> | <b>Item description</b>    | <b>Unit of measure</b> | <b>Unit price</b> | <b>Remarks</b> |
|-----------|----------------------------|------------------------|-------------------|----------------|
| 1.        | Oxy-acetylene gas (weldex) | Cylinder               |                   |                |
| 2.        | Acetylene gas              | Cylinder               |                   |                |
| 3.        | Argon gas                  | Cylinder               |                   |                |
| 4.        | Oxygen gas                 | Cylinder               |                   |                |

**SECTION G. STANDARD TENDER FORMS**

**(i) Form of Tender**

Date:.....

Tender N<sup>o</sup>:.....

To: .....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.....  
[Insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver.....  
.....[Description of goods ] 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 the goods 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 equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by .....(Procuring entity).

4. We agree to abide by this Tender for a period of.....[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.
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 and on behalf of

**(ii) CONFIDENTIAL BUSINESS QUESTIONNAIRE:**

**TENDER NO** .....

**SUPPLY AND DELIVERY**  
**OF**.....

**Name of the firm** .....

**Date issued**.....

The information provided in this form will enable Rift Valley Institute of Science and Technology to assess your eligibility to participate in the tendering process and your competence in supplying the goods and services in the tender. Rift Valley Institute of Science and Technology shall verify the information provided and candidates should note that submission of false information will lead to automatic disqualification.

**A: GENERAL INFORMATION:**

1.1 Business Name: .....

1.2 Date of Registration

Indicate

.....the

form of Business:

1.3 (a) Sole Proprietor..... (b)

Partnership..... (c)

Company.....



1.4 What businesses are you licensed to operate?

.....

1.5 Postal Address ..... Tel No

.....

Fax: .....

Cell  
Phone.....

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Email .....Web  
Page.....

1.6 Location of business premises:

Street/Road.....Building and  
Floor.....Plot No

.....

Is the premises Permanent/Temporary?.....

Residential/Office/shop/warehouse?.....

1.7 Current Trade License No ..... Expiring date

.....

1.8 Who are your Principal Bankers  
..... Branch

.....

**1.9Details of business registration: Please complete the relevant section. Part 1.9 (a) – Sole Proprietor**

Your name in full

.....

Are you a Kenya Citizen?.....If not,

what is your Nationality.....

**Part 1.9(b) – Partnership/Registered Company**

Country of

incorporation.....

.....Date.....

|   | <b>NAME OF PARTNERS/SHARE HOLDERS</b> | <b>NATIONALITY</b> | <b>CITIZENSHIP</b> | <b>OWNERSHIP (SHARES)</b> |
|---|---------------------------------------|--------------------|--------------------|---------------------------|
| 1 |                                       |                    |                    |                           |
| 2 |                                       |                    |                    |                           |
| 3 |                                       |                    |                    |                           |
| 4 |                                       |                    |                    |                           |

**B: ELIGIBILITY:**

2.1 Have you or your principals been subject of legal proceedings for insolvency, Bankruptcy, receivership or your business activities suspended for related reasons?.....if yes, when?

.....[if yes, You must present legal documentary evidence that you are cleared and your business is now solvent].

2.2 Have you fulfilled your obligations to pay taxes and social security contributions for the last three years? Yes....No....(

2.3 Are you or your servants or agents subject of legal proceedings(attached

documentary evidence for the respective Government Agents) or have been debarred or suspended for corrupt or unethical business practice.

Yes.....No.....

2.4 Is the firm making this application or any of its directors been debarred or suspended from participating in public procurement or have any Procurement Entity initiated proceedings of that nature against the firm or one of its Directors,  
for any reason whatsoever? Yes.....No.....

**You must attach copies of your;**

1. Business Certificate
2. VAT certificate,
3. PIN Number and
4. the recent 3 years Audited Accounts copies of the bank statements for the last 6 months for your application to be considered.

**C: CAPABILITY AND COMPETENCE TO DELIVER GOODS OR SERVICE:**

- 2.5 What products/service do you want to be considered  
for.....  
.....
- 2.6 How many employees do you have? .....How many are Permanent?  
.....How many are Temporary?.....
- 2.7 What is the country of origin for those goods or  
services?.....
- 2.8 Are you a manufacturer/wholesaler/retailer/other (please  
specify).....
- (a) If you are a manufacturer or a service organization, are your products certified  
by the Kenya Bureau of Standards or are you affiliated to a recognized  
accrediting body? Yes.....No.....[Please attach documentary evidence of  
the current certification].

(b) If you are not a manufacturer, are you an authorized dealer?

Yes.....No.....[please attach documentary evidence of the authority from the manufacturer]

2.9 Who are your major customers/clients and what is their telephone contact?

- To what extent is your firm e-enabled with both your suppliers and clients and how do you intend to carry out business with RVIST?
- What is your average response time to a request quotation, Delivery of goods after issuance of LPO?

| NAME OF ORGANIZATION | VALUE OF BUSINESS | CONTACT PERSON TEL NO |
|----------------------|-------------------|-----------------------|
|----------------------|-------------------|-----------------------|

- 1
- 2
- 3
- 4
- 5

2.10 What is the Maximum value of business which you can handle at any one time:

Kshs.....

2.11 If your firm is pre-qualified or awarded the tender, will you abide by the agreed delivery period and supply goods or service within the given specifications by RVIST ? Yes .....No.....?

**D: PAST AND CURRENT PERFORMANCE AND EXPERIENCE**

2.12 Is this firm or its directors in any way associated with any other firm that is currently conducting business with or have applied to be considered for pre-qualification or any other tender in Rift Valley

Technical Training Institute? If yes, please provide the name(s) of those firm(s), their address, their nature of business and indicate the relationship with the company making this application.

| Name of Firm | Address | Nature of Business | Relationship |
|--------------|---------|--------------------|--------------|
|              |         |                    |              |
|              |         |                    |              |
|              |         |                    |              |
|              |         |                    |              |

2.13 Is the firm making this application currently or in previous periods been contracted to supply goods or services to Rift Valley Institute of science and technology?

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

| Financial Year | Goods or service supplied | Total value |
|----------------|---------------------------|-------------|
|                |                           |             |
|                |                           |             |
|                |                           |             |



- 2.14 Have you at any one time been issued with a Purchase Order by the Rift Valley Institute of Science and Technology and failed to deliver the goods or service without assigning any reason for your action? Yes.....No.....
- 2.15 Have you at any one time been requested to quote for supply of goods and services and failed to return the quotation without assigning any reason for your action? Yes.....No.....
- 2.16 If you are a current or previous period supplier of goods or service to Rift Valley Technical Training Institute, have you at any one time been issued with a letter of cancellation of LPO for failure to supply goods within the agreed time or for supplying inferior goods not within the specifications? Yes.....No.....

.....  
 the applicant or the authorized person to make this application on behalf of [name company].....does hereby declare that the information provided is true and correct.

Please answer all the questions correctly and truthfully and ensure that the required bid security and other required documents accompany this application on the tender opening date. The bid security must be in its original form and obtained from a bank or you may deposit cash or a Banker's Cheque of an equivalent amount with the Rift Valley Institute of Science and Technology

**Note that following your submission of this application; you may not make any unsolicited communication in any way. All communication, if necessary, should be in writing. Otherwise, it will construed as an attempt to influence the tender examination and evaluation and will lead to automatic Disqualification from participating in this or any other tender..**

Be aware that if you are awarded this tender you must maintain the quality of the goods or services and deliver within the dates agreed and indicated in the LPO. You may not ask for price adjustments for the period of this tender unless there is a justification for such adjustments on the basis of the general economic conditions.

Otherwise, it will be a breach of contract and RVIST has the right to terminate the entire contract and to disqualify irresponsible tenderers from participating in any other tender in the future.

2.18 The Position in the company of the person making this application.....

Signature.....Date.....

OFFICIAL

STAMP

HERE

## Section J. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of client]* (hereinafter called the "Client") and, on the other hand, *[name of tenderer]* (hereinafter called the "Tenderer").

### WHEREAS

- (a) the Client has requested the Tenderer to supply and deliver the specified Vehicles, plants and equipment, as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Goods");
- (b) the Tenderer, having represented to the Client that they have the required items, have agreed to provide the Goods on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) SECTION D - The General Conditions of Contract;
  - (b) SECTION E - The Special Conditions of Contract RVIST Form1;
  - (c) SECTION F - Schedule of Requirements
  - (d) SECTION H - Tender Form and Price Schedules for goods submitted by the Tenderer
  - (e) SECTION J - This contract Form
  - (f) the Notification of Award by RVIST
2. The mutual rights and obligations of the Client and the Tenderer shall be as set forth in the Contract, in particular:
  - (a) The Tenderer shall supply and deliver the goods in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Tenderer in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written. For and on behalf of *[name of client]*

*[Authorised Representative]*

For and on behalf of *[name of Tenderer]*

*[Authorised Representative]*

A handwritten signature in blue ink, appearing to read 'K. Wong', is written over a light blue rectangular background.

CHIEF PRINCIPAL

25<sup>TH</sup> JANUARY 2017