



Ministry Of Education
 State Department of Technical and Vocational Training
KENDEGE TECHNICAL AND VOCATIONAL COLLEGE
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**FRAMEWORK CONTRACT AND REGISTRATION OF SUPPLIERS
 FOR THE SUPPLY AND DELIVERY OF GOODS, WORKS AND
 SERVICES FOR THE YEAR 2026/2027/2028**

COMPANY/ BUSINESS NAME:

.....

CATEGORY NO:

.....

CATEGORY NAME:

.....

IF SPECIAL GROUP PLEASE TICK BELOW: (✓)

WOMEN, YOUTH, PWD

**RESERVED - YOUTH, WOMEN, LOCAL & PERSONS LIVING
 WITH
 DISABILITIES**

TENDER REF NO: KTVC/T/...../2026/2027/2028

(SUBMISSION BY DATE: 22nd JUNE 2026)



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SECTION I

INVITATION TO TENDER

KENDEGE TECHNICAL AND VOCATIONAL COLLEGE invites sealed bids from eligible candidates for supplier Pre-qualification to supply goods and services for the next financial year 2026/2027 and 2027/2028.

Interested eligible bidders may obtain tender documents by downloading from the college's website www.kendegetvc.ac.ke. Upon download bidders will be required to register their tenders with the **Procurement Office at Kendege Technical and Vocational College** or obtain documents from procurement office upon payment of non-refundable fee of **Ksh. 2,000.00 (Two thousand shillings only)** per category of tender to the account's office in cash or banker's cheque payable to **KCB A/C NO 1280646055, Kendege Technical and Vocational College** during normal working hours. Prices indicated must be inclusive of VAT and any other charges and must remain for **180 days**.

Completed tender documents (**separated for each tender**) bearing no indication of tenderer name should be enclosed in plain sealed envelope clearly marked with tender number and be placed in the **Tender Box at Administration Block** not later than **Monday, 22nd June 2026 at 12.00 pm**. The sealed envelope should be addressed to;

The Principal

**KENDEGE TECHNICAL AND VOCATIONAL COLLEGE
P.O BOX 37-40413
KEHANCHA**

Tenders will be opened immediately thereafter in the presence of bidders who choose to attend or their representatives. The institution reserves the right to accept or reject any tender(s) in part or whole and does not bind itself to accept the lowest bid or give reasons thereof.

N/B Youths, Women and Persons Living with Disabilities are encouraged to apply attaching documents of eligibility. Any canvassing or giving of false information will lead to automatic disqualification.



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**INVITATION TO TENDER/PREQUALIFICATION OF SUPPLIERS
FINANCIAL YEAR 2026/2027/2028**

CATEGORY A: REGISTRATION OF SUPPLIERS			
CATEGORY NO	CATEGORY DESCRIPTION	CONDITION	TARGET GROUP
KTVC/T/001/2026/2027	Supply and delivery of general stationeries, photocopier, computers and other related items		Open
KTVC/T/002/2026/2027	Supply and delivery of farm inputs and related materials	Certification of AGPO	Special group (Youths)
KTVC/T/003/2026/2027	Supply and delivery of hardware, Plumbing, carpentry and other related Materials		Open
KTVC/T/004/2026/2027	Supply and delivery of cleaning materials, detergents and disinfectants		Open
KTVC/T/005/2026/2027	Supply and delivery of bottled drinking water	Certification of AGPO	Special Group (Youths)
KTVC/T/006/2026/2027	Supply and delivery of newspaper	Certification of AGPO	Special Group (PWD)
KTVC/T/007/2026/2027	Supply and delivery of fuel, gas petrol, diesel and Oil lubricants	Certification of AGPO	Special group (PWD)
KTVC/T/008/2026/2027	Supply and delivery of mechanical and Automotive engineering learning materials and welding materials and equipment		Open
KTVC/T/009/2026/2027	Supply and delivery of sportswear and related materials	Certification of AGPO	Special Group (Youths)
KTVC/T/010/2026/2027	Supply and delivery of hospitality materials e.g., cutlery and cookery	Certification of AGPO	Special Group (Women)
KTVC/T/011/2026/2027	Supply delivery, installation, and servicing of fire extinguishers.		Open
KTVC/T/012/2026/2027	Supply and delivery of fashion design tailoring and dressmaking tools and materials	Certification of AGPO	Special Group (Women)
KTVC/T/013/2026/2027	Supply and delivery of Fresh Milk		Restricted
KTVC/T/014/2026/2027	Supply and delivery of tonners and Cartridge		Open

REGISTRATION OF SERVICE PROVIDERS			
KTVC/T/016/2026/2027	Provision of Advertising Services		Open
KTVC/T/017/2026/2027	Provision of Internet and network Maintenance		open
KTVC/T/018/2026/2027	Provision for construction repair and Maintenance of ICT equipment (photocopiers, printers and computers)	Certification of AGPO	Special Group (Youth)
KTVC/T/019/2026/2027	Provision for repair service and maintenance of electrical and electronic devices and appliances		Open
KTVC/T/020/2026/2027	Provision for excavation and leveling of football, handball, volleyball and Basketball Fields.		Open
KTVCT/021/2026/2027	Provision for Security Services to man the school.		Open
KTVCT/022/2026/2027	Provision for bee keeping expertise and skills, bee keeping tools and equipment and other related items.		Special Group (Youths and
KTVCT/023/2026/2027	Provision for a strategic plan for the institution and its implementation.		Open
KTVC/T/015/2026/2027	Supply and delivery of textbooks and other reference materials		Open



SECTION II
INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

This Invitation for Tenders is open to all tenderer eligible as described in the Invitation to Tender. Successful tenderer shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.

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

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

2.2 Eligible Goods

All goods to be supplied under the contract shall have their origin in eligible source countries.

For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

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.

There is no cost charged on this document. All firms found capable of performing the contract satisfactorily in accordance with the set pre-qualification criteria shall be pre-qualified.



2.4 The Tender Document

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

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire



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

A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity 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 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 tenderers that have received the tender document. The procuring entity 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

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. 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.

In order to allow prospective tenderer 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.

2.7 Language of Tender

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

2.8 Documents Comprising of Tender

The tender prepared by the tenderer shall comprise the following components

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



2.8.1 Tender Forms

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.

2.8.2 Tender Prices

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. Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity. 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. The validity period of the tender shall be 90 days from the date of opening of the tender.

2.8.3 Tender Currencies

Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderer.

2.8.4 Tenderer Eligibility and Qualifications

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

- i. The documentary evidence of the tenderer 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 and country.
- ii. The documentary evidence of the tenderer qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;
 - That, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.





- That the tenderer has the financial, technical, and production capability necessary to perform the contract;
- 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 Tender's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.8.5 Goods Eligibility and Conformity to Tender Documents

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. The documentary evidence of the eligibility of the goods 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.

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 Procuring entity'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.

The tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity 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 Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.9 Tender Security

The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderer. The tender security shall be in the amount of 0.5 – 2 per cent of the tender price. The tender security is required to protect the Procuring entity against the risk of Tenderer conduct which would warrant the security's forfeiture.

The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender. Any tender not secured will be rejected by the Procuring entity as non-responsive. Unsuccessful Tenderer's tender 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 the Procuring entity.

The successful Tenderer's tender security will be discharged upon the tenderer signing the contract.

The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity 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 2.27 or
 - (ii) to furnish performance security in accordance with paragraph 2.28





2.10 Validity of Tenders

Tenders shall remain valid for **120 days** or as specified in the Invitation to tender after the date of tender opening prescribed by the Procuring entity. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

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. The tender security provided shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.11 Format and Signing of Tender

The Procuring entity 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. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamend printed literature, shall be initiated 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 initialized by the person or persons signing the tender.

2.12 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:

- (d) be addressed to the Procuring entity at the address given in the Invitation to Tender:

(e) bear, tender number and name in the Invitation for Tenders

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 the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.13 Deadline for Submission of Tenders

Tenders must be received by the Procuring entity at the address specified

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





2.14 Modification and withdrawal of tender

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. The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched. 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. The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination. The procuring entity 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.

2.15 Opening of Tenders

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, 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 Procuring entity, at its discretion, may consider appropriate, will be announced at the opening. The Procuring entity will prepare minutes of the tender opening.

2.16 Clarification of Tenders

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. 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.



2.17 Preliminary Examination

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. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail. The 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 effect the relative ranking of any tenderer.

Prior to the detailed evaluation, 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. If 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 non conformity.

2.18 Conversion to Single Currency

Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.19 Evaluation and Comparison of Tenders

The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive. The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender. 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.

2.20 Preference

Preference, where allowed in the evaluation of tenders shall not exceed 15%



2.21 Contacting the Procuring entity

No tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded. 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.

2.22 Award of Contract

2.22.1 Post-qualification

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. 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 tenderer's qualifications submitted by the tenderer, as well as such other information as the Procuring entity 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 the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.22.2 Award Criteria

The Procuring entity 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.

2.22.3 Procuring entity's Right to Vary quantities

The Procuring entity 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



2.22.4 Procuring entity's Right to Accept or Reject Any or All Tenders

Procuring entity 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

2.23 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 constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties. Upon the successful Tenderer's furnishing of the performance security, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security.

2.24 Signing of Contract

At 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. The parties to the contract shall have it signed within 15 days from the date of notification of contract award unless there is an administrative review request. Within 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.

2.25 Performance Security

Within Thirty (30) days of the receipt of notification of award from the Procuring entity, 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 Procuring entity. Failure of the successful tenderer to comply with these requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security. which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.26 Corrupt or Fraudulent Practices

The Procuring entity 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 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 non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

The procuring entity 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 Tenderers

The following information regarding the particulars of the tender shall complement, supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision 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



SECTION III

GENERAL CONDITIONS OF CONTRACT



3.1 Definitions

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 Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” 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

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

3.2.1 Country of Origin

For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced. The origin of Goods and Services is distinct from the nationality of the tenderer.

3.2.2 Standards

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

3.2.3 Use of Contract Documents and Information

The tenderer shall not, without the Procuring entity's 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 Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract. The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated above

Any document, other than the Contract itself, enumerated above 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



3.2.4 Patent Rights

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 Goods or any part thereof in the Procuring entity's country

3.2.5 Performance Security

Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

The proceeds of the performance security shall be payable to the Procuring entity 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 the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

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

3.3 Inspection and Tests

The Procuring entity or its representative shall have the right to inspect and/or to test the goods 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.

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 Procuring entity.

Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity 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 Procuring entity.

The Procuring entity'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 Procuring entity or its representative prior to the equipment delivery.

Nothing in paragraph 3.3 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.4 Packing

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. 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



3.5 Delivery and Documents

Delivery of the Goods 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

3.6 Insurance

The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.7 Payment

The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract. Payments shall be made promptly by the Procuring entity as specified in the contract

3.8 Prices

Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender. Contract price variations shall not be allowed for contracts not exceeding one year (12 months) Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price. Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

3.9 Assignment

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

3.10 Subcontracts

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 later, shall not relieve the tenderer from any liability or obligation under the Contract

3.11 Termination for default

The Procuring entity may, without prejudice to any other remedy for breach of Contract, by

written notice of default sent to the 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, 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

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, equipment similar to those

undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for

such similar goods.

3.12 Liquidated Damages

If the tenderer fails to deliver any or all of the goods 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 items up to a maximum deduction of 10% of the delayed goods.

After this

the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

The procuring entity 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



Pre-qualification Criteria

Required Information	Form Type	Points Score
1. Registration Documents	PQ- 1	20
2. Pre-qualification Data	PQ- 2	20
3. Financial Position	PQ- 3	20
4. Confidential Report	PQ- 4	10
5. Past Experience	PQ- 5	30

TOTAL 100

The qualification is 65 points and over



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).
- iv. 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 college 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
- 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**





EVALUATION MATRIX					
	Evaluation Attribute	Evaluation Parameters	Total Marks per	Marks Awarded	Re marks
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) where applicable	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 where applicable	Mandatory	5		
xi.	Attach three years (recent) audited accounts where applicable	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	Mandatory for Insurance Services	10		
xiv.	Attach a copy of certificate of good conduct where applicable	Where applicable	10		
	TOTAL SCORE		115		



**PLEASE ATTACH CHECKLIST OF THE DOCUMENTS EVIDENCE
SUBMITTED**

FORM PQ-2

PRE-QUALIFICATION DATA

REGISTRATION OF SUPPLIERS APPLICATION FORM



I/we

.....
.... hereby apply for registration as supplier(s) of (Name of
Company/Firm)

.....
..... (Item Description)

.....
..... (Category No.)

Post Office Address
.....

Town
.....

Street.....
.....

Name of building
.....

Room/Office No

Floor No.....

Telephone No's..... **Fax**.....
email.....

**Full Name of
applicant**.....

Another branch's
location.....

2. Organization & Business Information

Management Personnel

Chief Executive/Managing Director.....

Secretary

General Manager

Accountant.....

Other.....



1. Partnership (if applicable)
2. Name of Partners
3. Business founded or incorporated
4. Under present management since
5. Net worth equivalent Kshs
6. Bank reference and address
7. Sister company reference and address
8. Enclose copy of organization chart of the firm indicating the main fields of

Activities.....

9. State any technological innovations or specific attributes which distinguish you from your competitors

.....
.....
.....

10. Indicate terms of trade/sale

PQ-3 FINANCIAL POSITION AND TERMS OF TRADE

1. Attach a copy of firm's two certified assets and current Liabilities/or any other financial support.
2. Attach letters of reference from the business



REPUBLIC OF KENYA

PQ- 4 CONFIDENTIAL BUSINESS QUESTIONNAIRES

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

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

Part 1 –General:

Business Name.....

Location of
business.....

Premises.....

...

Plot No.....Street/Ro..... Posta

Address.....

Tel. No.....

Nature of business

Current Trade License No.....Expiring date

.....

Maximum value of business which you can handle:

Name of your bankers.....

Branch.....



Part 2 (a) –Sole Proprietors

Your name in fullAge.....

Nationality.....Country of origin.....

*Citizenship details.....

Part 2(b) –Partnership

Give details of partners as follows:

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

Part 2 (c) –Registered

Company Private or Public

.....
.....

State the nominal and issued capital of company: -

Nominal: Ksh..... Issued:

.....



Give details of all directors as follows: Name Nationality

Citizenship Details Shares

1

2.....

3.....

4.....

5.....

Date

Signature of Candidate.....

If Kenya citizen, indicate under "Citizenship or Registration.



FORM PQ -5 PAST EXPERIENCES

NAMES OF THE APPLICANT'S CLIENTS IN THE LAST FIVE YEARS

NAMES OF OTHER CLIENTS AND VALUES OF CONTRACT/ORDERS

- i Name of Client (organization)
- ii Address of Client (organization).....
- iii Name of contact person at the client (or
- iv Telephone No. of client
- v Value of Contract
(date).....
- vi Duration of Contract (date)
.....

(Attach documental evidence of existence of contract)

2. Name of 2nd Client (organization)

- i. Name of client
(Organization).....
.....
- ii. Address of client
(Organization).....
.....
- iii. Name of contact person at the client (or Telephone No. of
client.....
- v. Value of contract
.....
- vi. Duration of contract (date)

(Attach documental evidence of existence of contract)

3. Name of 3rd Client (organization)

i. Name of

Client(organization).....

of

Address of client (organization).....

ii.

iii. Name of contact person at the client (or

Telephone No. of client.....

v.

Value

contract.....

vi. Duration of contract (date)

(Attach documental evidence of existence of contract) e.g.

L.P.Os/L.S.Os or completion Certificates

4. Others



FORM PQ -6 LITIGATION HISTORIES

Name _____ of _____
 contractor/supplier.....

Suppliers should provide information on any history litigation or arbitration resulting from contracts executed in the last five years or currently under execution

Year	Award for or against	Name of client cause of litigation and matter in dispute	Disputed Amount (current Value,ksh(Equivalent))



FORM PQ -7 - SWORN STATEMENT

Having studied the pre-qualification /registered information for the above project, we/I hereby state:

- a. The information furnished in our application is accurate to the best of our knowledge.
- b. That in case of being pre-qualified/registered, we acknowledge that this grants us the right to participate in due time in the submission of a tender or quotation when invited/requested to do so by KENDGE TECHNICAL AND VOCATIONAL TRAINING COLLEGE
- c. When the call for quotations is issued, the legal, technical or financial conditions or the contractual capacity of the firm changes, we shall notify KENDGE TECHNICAL AND VOCATIONAL TRAINING COLLEGE and acknowledge your right to review the pre-qualification made.
- d. We enclose all the required documents and information required for the pre qualification evaluation.
- e. We confirm that we have not been debarred from participation in Public Procurement and have no litigation procedure in process.
- f. Date.....

Applicant's Name

.....

Represented by

.....

Signature

.....

(Full name and designation of the person signing and stamp or seal)

