

NATIONAL GOVERNMENT CONSTITUENCY DEVELOPMENT FUND.

NG-CDF AINABKOI

P.O. BOX 9882-30100 –

ELDORET

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PRE-QUALIFICATION/REGISTRATION FOR SUPPLY AND DELIVERY OF GOODS,WORKS & SERVICES FOR THE FINANCIAL YEARS 2024/2025-2025/2026

BIDDERS NAME AND ADDRESS.....

CATEGORY

NO.....

CATEGORY

NO.....

SPECIAL GROUPS PLEASE INDICATE BELOW: (tick one)

WOMEN

YOUTH

PERSONS WITH DISABILITY

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**SECTION I
INVITATION TO TENDER**

The AINABKOI NG-CDF invites applications for pre-qualification from interested eligible bidders for supply of under listed goods works and services as and when required basis for the financial year **2024/2025 -2025/2026**.

TENDER NUMBER	ITEMS DESCRIPTION	ELIGIBILITY
AINAB/NG-CDF/001/144/2024-2026	Prequalification for Supply and delivery of cleaning materials and detergents	AGPO
AINAB/NG-CDF/002/144/2024-2026	Prequalification for Supply and delivery of petrol, oils lubricants and diesel	ALL
AINAB/NG-CDF/003/144/2024-2026	Prequalification for Supply and delivery of stationary and computer accessories	AGPO
AINAB/NG-CDF/004/144/2024-2026	Prequalification for Supply and delivery of motor tyres, tubes and batteries	ALL
AINAB/NG-CDF/005/144/2024-2026	Prequalification for Provision of Building Construction and associated works	ALL
AINAB/NG-CDF/006/144/2024-2026	Prequalification for supply of office/school furniture and fittings	ALL
AINAB/NG-CDF/007/144/2024-2026	Prequalification for provision of General insurance services	ALL
AINAB/NG-CDF/008/144/2024-2026	Prequalification for supply of school laboratory equipment	ALL
AINAB/NG-CDF/009/144/2024-2026	Prequalification for provision of internet and networking services	ALL
AINAB/NG-CDF/010/144/2024-2026	Prequalification for provision of legal services	ALL
AINAB/NG-CDF/011/144/2024-2026	Prequalification for provision of general organizational development consultancy services and strategic plans	ALL
AINAB/NG-CDF/012/144/2024-2026	Prequalification for drilling of boreholes water piping steel tank erection and related works	ALL
AINAB/NG-CDF/013/144/2024-2026	Prequalification for supply of computers, photocopiers and other ICT equipment	ALL
AINAB/NG-CDF/014/144/2024-2026	Prequalification for provision of hire of transport and car hire services	ALL
AINAB/NG-CDF/015/144/2024-2026	Prequalification for maintenance, repair and servicing of computers, laptops and photocopiers	AGPO
AINAB/NG-CDF/016/144/2024-2026	Prequalification for provision for repairs and servicing of GK motor vehicle/cycles	ALL

AINAB/NG-CDF/017/144/2024-2026	Prequalification for supply of spare parts for motor vehicle /cycles	ALL
AINAB/NG-CDF/018/144/2024-2026	Prequalification for provision of hotel conference facilities and accommodation services	ALL
AINAB/NG-CDF/019/144/2024-2026	Prequalification for provision of printing and photocopying services	AGPO
AINAB/NG-CDF/020/144/2024-2026	Prequalification for supply of tree seedlings	AGPO
AINAB/NG-CDF/021/144/2024-2026	Prequalification for provision for driving /motorbike riding training services	ALL
AINAB/NG-CDF/022/144/2024-2026	Prequalification for provision of web designing and maintenance	ALL
AINAB/NG-CDF/023/144/2024-2026	Prequalification for provision for NG-CDF signage and project labeling	AGPO
AINAB/NG-CDF/024/144/2024-2026	Prequalification for supply of promotional materials branded T-shirts, caps etc.	AGPO

Interested eligible bidders may obtain tender documents from NG-CDF Office Ainabkoi Constituency.

All applicants MUST attach relevant documents.

1. Certified copy of VAT and PIN registration certificates
2. Certified copy of business registration certificate /certificate of incorporation
3. Certified copy of current single business permit.
4. Copy of valid KRA tax compliance certificate.
5. Certified copy of current CR12
6. Proof of past work experience /of similar nature with completion certificates
7. Copy of valid registration at least NCA 7, RC or AGPO certificates where applicable.
8. Interested special groups (women youth and person with disability) must attach AGPO Certificates

Complete tender document to be submitted in plain sealed envelopes clearly marked with the name of the item applied and must be deposited at the tender box at NG-CDF Ainabkoi constituency on or before 16th July 2024 at 10:00AM after which prequalification documents shall be opened in the presence of the bidders or their representatives.

Alternatively application can be channeled through the address given below .**Any late application shall be rejected.**

The above **reserved tenders** shall be given preference to youth, women and person living with disability with AGPO certificates.

**FUND ACCOUNT MANAGER
AINABKOI NATIONAL GOVERNMENT CONSTITUENCIES DEVELOPMENT FUND
PO BOX 9882-30100 ELDORET. KENYA**

SECTION II

INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

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

2.1.2 The procuring entity's Employees, Committee Members, Board Members and their relative (Spouse and Children) are not eligible to participate in the tender.

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

2.1.4 Tenderers shall be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

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

2.2.2 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

2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

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

2.3.2 There is no cost charged on this document.

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

2.4. The Tender Document

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

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender 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.

2.5.2 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

2.6.1 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.

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

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

2.7 Language of Tender

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

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

2.8.2 A Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below

2.8.3 Documentary evidence established in accordance with paragraph that the tenderer is eligible to tender and is qualified to Perform the contract if its tender is accepted;

(a) Documentary evidence established in accordance with paragraph

That the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents;

2.9 Tender Forms

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

2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include **ALL COSTS** including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be 120 days from the date of opening of the tender.

2.11 Tender Currencies

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

2.5 Tenderers Eligibility and Qualifications

2.6 Pursuant to paragraph 2.1. The tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications perform the contract if its tender is accepted.

2.6.1 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 2.1

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

2.12.3 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.

2.12.4 that the tenderer has the financial, technical, and production capability necessary to perform the contract;

(a) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.7 Goods Eligibility and Conformity to Tender Documents

- 2.7.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract
- 2.7.2 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.
- 2.7.3 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 for purposes 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) 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.
 - (d) Of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, 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.

2.15 Validity of Tenders

2.15.1 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, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.15.2 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.

2.16 Format and Signing of Tender

2.17 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.

2.17.1 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. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.17.2 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.18 Sealing and Marking of Tenders

2.15.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- (a) Be addressed to the Procuring entity at the address given in the Invitation to Tender:
- (b) Bear, tender number and name in the Invitation for Tenders.

2.15.3 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".

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 and not later than **16th July 2024**.

2.16.2 The Procuring entity may, at its discretion, extend this deadline for the Submission of tenders by amending the tender documents in accordance with paragraph 2.6 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.

2.17 Modification and Withdrawal of Tenders

2.17.1 The tenderer may modify or withdraw his/her 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.

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed Confirmation copy, postmarked not later than the deadline for submission of tenders.

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

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

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

2.17.6 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.

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **the date indicated in the tender advert** and in the location Specified in the Invitation to Tender.

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

2.18.2 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.

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

2.19 Clarification of Tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the 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.

2.19.2 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.

2.20 Preliminary Examination

2.20.1 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.

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

2.20.3 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 affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 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.

2.20.5 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.

2.21 Conversion to Single Currency

2.21.1 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.

2.22 Evaluation and Comparison of Tenders

2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

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

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

2.23 Preference

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

2.24 Contacting the Procuring entity

2.25 Subject to paragraph 2.21 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.

2.25.1 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.

2.26 Award of Contract
a. Post-qualification

2.26.1 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.

2.26.2 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 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.26.3 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.

(b) Award Criteria

2.26.4 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.

2.27 Procuring entity's Right to Vary quantities

2.27.1 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

2.28 Procuring entity's Right to accept or Reject any or All Tenders

2.28.1 The 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

2.29 Notification of Award

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

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

2.29.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer

2.30 Signing of Contract

2.30.1 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.

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

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

2.31 Corrupt or Fraudulent Practices

2.31.1 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 noncompetitive levels and to deprive the Procuring entity of the benefits of free and open competition.

2.31.2 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.

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

Appendix to Instructions to 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 provision of the appendix, the provisions of the appendix here in shall prevail over those of the instructions to tenderers

<p>INSTRUCTIONS TO TENDERERS REFERENCE</p>	<p>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</p>
<p>2.1.1</p>	<p>This bidder will choose the category, either OPEN, YOUTH, WOMEN or PWD</p>

<p>2.12/2.22</p>	<p>Tenderers Eligibility Requirements EVALUATION CRITERIA PART 1 : Preliminary Requirements</p>			
	<p>No.</p>	<p>Required Items</p>	<p>Responsive</p>	<p>Non-responsive</p>
	<p>1</p>	<p>Valid Company registration certificate/certificate of Incorporation</p>		
	<p>2</p>	<p>VAT/PIN Registration</p>		
	<p>3</p>	<p>Valid Tax Compliance Certificate</p>		
	<p>4</p>	<p>Provide CV's of at least (3) Technical Personnel in the organization</p>		
	<p>5</p>	<p>Valid AGPO Certificate Youth, Women, PWD owned enterprises issued by the National Treasury/other (Attach copy)</p>		
<p>RESPONSIVE</p>				

	NOTE: Copies of all the above documents MUST be provided for a firm to be qualified to proceed to the next level of evaluation
2.3.2	The document is to be downloaded from Constituency website for <u>free of Charge.</u>
2.8.1 (a) and (d)	Form of tender, price schedule and tender security not applicable.

2.9	Not applicable. Being a pre-qualification and prices will not be quoted the Form of Agreement and price schedule will also not be filled.
2.11	The price quoted at RFQ stage should be in Kenya Currency.
2.14	Tender Security not applicable
2.15.1	Tender should remain valid for 120 days

2.24	PART 1: Technical Evaluation criteria			
		No.	Required Items	Marks
		1	Past experience (attach five Copies of Contract Agreement and /or LPO) (50 marks)	50 (10 marks for each)
		2	Valid copy of Single Business Permit (20 marks)	20
		3	Credit period- indicate your credit period (30 marks)	30 days-10 marks
				Between 31-60 days- 20 marks
	Between 61-90 days- 30 marks			
	Must score at least 70% to qualify for being in the list of alternative vendors			
2.27	Post-qualification is not applicable.			
2.27.4	One must score at least 70% to be included in the list of Alternative vendors. The constituency will prequalify vendors for this category who will be invited for RFQs as and when required.			
2.27.6	Where the constituency reject or terminate any contract, they will notify all parties in writing.			
2.28	Notification of intention to enter into contract will be done in line with Provisions of Section 87 of the Public Procurement and Asset Disposal Act, 2015			
2.29	Creation of contract will be guided by Provisions of Section 135 of the Public Procurement and Asset Disposal Act, 2015.			
2.30	Performance Security will be defined at RFQ stage where necessary.			
2.30	Kindly ignore			

SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (a) “The Contract” means the agreement entered into between the 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 Ainabkoi constituency development fund.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

3.2 Application

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

3.3 Country of Origin

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

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the 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.

3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 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

3.6 Patent Rights

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

3.7 Inspection and Tests

3.7.1 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.

3.7.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.7.3 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.

3.7.4 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.

3.7.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Packing

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

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

3.9 Delivery and Documents

3.9.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.10 Insurance

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

3.12 Payment

3.12.1 The method and conditions of payment to be made to the tenderer under thisContract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.13 Prices

3.13.1 Prices charged by the tenderer for goods delivered and services performed under theContract 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.

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

3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of theoriginal contract price.

3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

3.14 Assignment

3.14.1 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

3.15 Subcontracts

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

3.16 Termination for default

3.16.1 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 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

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

3.17 Resolution of Disputes

3.17.1 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

3.17.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party

may require adjudication in an agreed national or international forum, and/or international arbitration.

3.18 Language and Law

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

3.19 Force Majeure

3.19.1 The tenderer shall not be liable for 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 IV

SPECIAL CONDITIONS OF CONTRACT

4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

4.2 Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	<i>Performance Security to be defined at Mini-Competition Stage. At this stage not relevant</i>
3.12.	<i>No advance payment</i>
3.12.1	<i>Payment will be made within 30 days of receipt of the invoice of delivered and accepted goods</i>

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 VI
STANDARD FORMS CONFIDENTIAL BUSINESS
QUESTIONNAIRE FORM

(c) You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2
Whichever applied to your type of business. You are advised that it is a serious offence to give false information
on this form.

Part 1 – General:

Business Name
.....

KRA PIN No..... VAT Reg. No.

Location of business premises.
.....Plot
No..... Street/Road
.....
Postal Address Tel/Mobile No.

Fax E mailWebsite.....

Nature of Business
.....

Registration Certificate No.

Maximum value of business which you can handle at any one time – Kshs.....

Name of your bankers Branch

	Part 2 (a) – Sole Proprietor Your name in full.....Age																				
	Nationality Country of origin Citizenship details																				
	Part 2 (b) Partnership Given details of partners as follows: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%; text-align: left;">Name</th> <th style="width: 25%; text-align: left;">Nationality</th> <th style="width: 30%; text-align: left;">Citizenship Details</th> <th style="width: 20%; text-align: left;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> <td></td> <td>1.</td> </tr> <tr> <td>2.</td> <td></td> <td></td> <td>2.</td> </tr> <tr> <td>3.</td> <td></td> <td></td> <td>3.</td> </tr> <tr> <td>4.</td> <td></td> <td></td> <td>4.</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.			1.	2.			2.	3.			3.	4.			4.
Name	Nationality	Citizenship Details	Shares																		
1.			1.																		
2.			2.																		
3.			3.																		
4.			4.																		

Part 2 (c) – Registered Company																									
	Private or Public Date of Registration Registration No. (attach copy/copies of registration certificate) Registration with any other relevant bodies e.g. AAK, AIBK, MISK, CCK, etc. Date of Registration Registration No. (attach copy/copies of registration certificate) State the nominal and issued capital of company- Nominal Kshs. Issued Kshs. Given details of all directors as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%; text-align: left;">Name</th> <th style="width: 20%; text-align: left;">Nationality</th> <th style="width: 40%; text-align: left;">Citizenship Details</th> <th style="width: 20%; text-align: left;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>5.....</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.....				2.....				3.....				4.....				5.....			
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1.....																									
2.....																									
3.....																									
4.....																									
5.....																									
	DateSignature of Candidate																								

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