



**CHEMELIL SUGAR COMPANY  
LIMITED**

**TENDER**



**TENDER FOR SUPPLY OF  
WELDING MATERIALS &  
ACCESSORIES**

**(Gases, Welding rods e.tc)**



**YEAR: 2018/2019**

**TENDER NO: CSCL/T/2018-2019/16**

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To: (Please fill name & address here)

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SECTION 1 INVITATION TO TENDER

**TENDER REF NO: CSCL/T/2018-2019/16**

**TENDER NAME: SUPPLY OF WELDING MATERIALS & ACCESSORIES**

**(Gases, Welding Rods e.t.c)**

- 1.1 The Chemelil Sugar Company Limited invites sealed tenders from eligible candidates for the Supply of **Welding materials & accessories (Gases, Welding Rods e.t.c)**
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Chemelil Sugar Company Limited during normal working hours. It may also be downloaded from our website [www.chemsugar.co.ke/corporate](http://www.chemsugar.co.ke/corporate) documents or the National Treasury IFMIS website: [www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke) free of charge or obtain a set of each hard copy upon payment of a non-refundable fee of Kshs. 1,000.00 payable to Chemelil Sugar Company Ltd either in cash or bankers cheque.
- 1.3 Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and shall remain valid for (90) days from the closing date of the tender.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at the **Company's Reception** or be addressed to **The Managing Director, Chemelil Sugar Company Limited** so as to be received on or before **10.00 a.m. on Monday 19th November, 2018.**
- 1.5 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at the **Company's Boardroom.**

Yours faithfully,  
For: **CHEMELIL SUGAR COMPANY LIMITED**

**SHIRLEY**  
**SUPPLY CHAIN MANAGER (Ag)**

**SECTION II - INSTRUCTIONS TO TENDERERS**  
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## **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 Appendix to Instructions to Tenderers. Successful tenderers shall complete the supply, by the intended date specified in the tender documents.
- 2.1.2 The Company’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 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 Company 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 involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **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 items(s) are 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 the goods is distinct from the nationality of the tenderer and shall be treated thus in the evaluation of the tender.

### **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 Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 Price to be charged for the tender document shall be **Kshs 1,000.00**

## **2.4. Contents of Tender Document**

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

- (i) Invitation to Tender
- (ii) Instructions to Tenderers
- (iii) 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 Form
- (xiv) Declaration form
- (xv) Request for Review Form

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

## **2.5 Clarification of Tender Documents**

2.5.1 A prospective tenderer making inquiries of the tender documents may notify the Company in writing or by post at the entity's address indicated in the invitation for tenders. 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 Company. 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 Company 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 Tender Documents**

2.6.1 At any time prior to the deadline for submission of tender, the Company, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.6.2 All prospective tenderers that have obtained 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 Company, 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 Company, 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 the Tender**

- 2.8.1 The tender prepared by the tenderers shall comprise the following components.
- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
  - (b) documentary evidence established in accordance with paragraph 2.12 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 2.13 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents;
  - (d) Confidential Business Questionnaire

## **2.9 Tender Form**

- 2.9.1 The tenderer shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating all details of what is to be supplied and a brief description of the equipment, 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 where applicable and total tender price of the supply under the contract.
- 2.10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:
- (i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable;
  - (ii) charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination;
- 2.10.3 Prices quoted by the tender shall remain fixed during the Tender's performance of the contract. A tender submitted with an adjustable price quotation will be

treated as non-responsive and will be rejected, pursuant to paragraph 2.22 unless otherwise agreed by the parties.

## **2.11 Tender Currencies**

2.11.1 Prices shall be quoted in the following currencies:

- (a) For items that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya Shillings; and
- (b) For items that the tenderer will supply from outside Kenya, the prices may be quoted in US Dollars or in another freely convertible currency.
- (c) Cost of supply will be in Kenya Shillings.

## **2.12 Tenderers Eligibility and Qualifications**

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

2.12.1 The documentary evidence of the tenderers eligibility to tender shall establish to the Company'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

2.12.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Company's satisfaction;

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

2.13.1 Pursuant 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 equipment which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of 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.

2.13.3 The documentary evidence of conformity of the items 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 equipment
- b) a clause-by-clause commentary on the Company's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.



2.13.4 For purposes of the commentary to be furnished pursuant to paragraph 2.13.3(c ) above, the tenderer shall note that standards for workmanship, material, 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.

## **2.14 Tender Security (2% of Total Price)**

### **2.15 Validity of Tenders**

Tenders shall be valid for 90 days from the day it is opened.

### **2.16 Format and Signing of Tender**

2.16.1 The Company 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.

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 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.

### **2.17 Sealing and Marking of Tenders**

2.17.1 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.

2.17.2 The inner and outer envelopes shall:

- (a) be addressed to the Company at the address given on the Invitation to Tender.
- 1.6 (b) bear the tender number and name in the Invitation to Tender and the words "DO NOT OPEN BEFORE **10.00 a.m. on Monday 19th November, 2018.**"

2.17.3 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".

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

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

1.7 2.18.1 Tenders must be received by the Company at the address specified under paragraph 2.17.2 not later than **10.00 a.m. on Monday 19th November, 2018.**

2.18.2 The Company 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 Company and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.18.3 Bulky tenders which will not fit in the tender box shall be received by the Company as provided for in the Appendix.

## **2.19 Modification and Withdrawal of Tenders**

2.19.1 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 Company prior to the deadline prescribed for submission of tenders.

2.19.2 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.

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

2.19.4 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. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

## **2.20 Opening of Tenders**

1.8 The Company will open all tenders in the presence of tenderers' representatives who choose to attend, at **10.00 a.m. on Monday 19th November, 2018.** in the **Company's Boardroom.**

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

2.20.1 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 Company, at its discretion, may consider appropriate, will be announced at the opening.

2.20.2 The Company will prepare minutes of the tender opening.

## **2.21 Clarification of Tenders**

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

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

## **2.22 Preliminary Examination and Responsiveness**

2.22.1 The Company 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.

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and 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

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

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Company 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 Company's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

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

The following shall be checked:

	<b>MANDATORY REQUIREMENTS</b>
1	<b>Legal requirements:</b>
	i) Certificate of incorporation / registration
	ii) Pin Certificate
	iii) Valid Tax compliance certificate
	iv) Valid Trading licence/Single business permit
	v) Proof of registration for foreign companies
2	Tender security- 2% of the total tender price
3	<b>The following sections to be duly filled:-</b>
	i) Form of tender
	ii) Confidential business questionnaire
	iii) Tender security form
	iv) Statement of verification

## **2.23 Conversion to Single Currency**

**2.23.1** Where other currencies are used, the Company will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

## **2.24 Evaluation and Comparison of Tenders**

2.24.1 The Company will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The Company's evaluation of a tender will exclude and not take into account

- (a) in the case of the tender items manufactured in Kenya or of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenderer; and
- (b) any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

2.24.3 The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.

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

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

## **2.25 Contacting the Company**

2.25.1 Subject to paragraph 2.21 no tenderer shall contact the Company on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.25.2 Any effort by a tenderer to influence the Company 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 Company 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 Company 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 Company 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 Company 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.

## Technical Evaluation Criteria

S/NO	CRITERIA	POINTS
1.	Indicate whether:- a) Manufacturer (Attach proof) (6 Marks) b) Non- Manufacturer (2Marks)	6
2.	Responsiveness to specification (as per the requirement and price schedule)	20
3.	Payment terms supplier requires:- <ul style="list-style-type: none"> <li>• Payment before supply ( 0 Marks)</li> <li>• 50% payment with order (2 marks)</li> <li>• Payment within 30 days after delivery (5 marks)</li> </ul>	5
4.	a) Evidence of having supplied similar goods to at least five (5) firms within the last one year (1 Mark per firm) (5 marks) b) Evidence of having supplied at least five (5) Sugar milling firms (1Mark each) (5 Marks) c) Evidence of having supplied at least three (3) public sugar mills (3 Marks each) (9Marks)	19

5.	Provide reference letters from at least 5 of your major clients 1 Marks each	<b>5</b>
6.	Response time from receipt of order to supply of goods to Chemelil Sugar Company <ul style="list-style-type: none"> <li>• Within 2 days (5 Marks)</li> <li>• Within 3-5 days (3 Marks)</li> <li>• More than 5 days (1 mark)</li> </ul>	<b>5</b>
7.	Committ to train CSCL staff (Users) at least twice in a year 10mks	<b>10</b>
	<b>Total percentage</b>	<b>70</b>

**Note: To qualify for the Financial Evaluation the bidder must attain not less than 50 marks out of 70 in the Technical Evaluation.**

### **Financial evaluation**

**Financial evaluation = 30 points**

**Formula;-**

**FS – Financial Scores**

**FM - Lowest priced Financial proposal**

**F – Financial proposal of the bidder being evaluated**

**SF –  $30 \times \frac{FM}{F}$**

**Total Score = Financial Score + Technical Score**

-The tender will be awarded to the lowest most responsive bidder

2.26.5 To qualify for contract awards, the tenderer shall have the following:

- a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- b) Legal capacity to enter into a contract for procurement
- c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- d) Shall not be debarred from participating in public procurement.

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

2.26.6 The Company 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 tenderer of the grounds for the Company's action

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

2.26.8 The Company 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.

2.26.9 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.

## **2.27 Notification of Award**

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

2.27.2 The notification of award will signify the formation of the Contract but will have to wait until the contract is finally signed by both parties. Simultaneous other tenderers shall be notified that their tenders have not been successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29, the Company will simultaneously inform the other tenderers that their tenders have not been successful

## **2.28 Signing of Contract**

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

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

2.28.3 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.

## **2.29 Corrupt or Fraudulent Practices**

2.29.1 The Company requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has and will not be involved in corrupt or fraudulent practices.

- 3.30.2 The Company 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.
- 3.30.3 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 provisions of the appendix herein shall prevail over those of the instructions to tenderers.

<b>INSTRUCTIONS TO TENDERERS REFERENCE</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
<b>2.1.1</b>	<i>eligible tenderers</i>
<b>2.14.1</b>	
<b>2.18.1</b>	<i>10a.m. on Monday 19th November, 2018.</i>
<b>2.20.1</b>	<i>As in 2.18.1 above</i>
<b>2.29.1</b>	

*(Complete as necessary)*

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

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### **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 Company 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 Company under the Contract.
- (d) “The Company” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.
- (f) ‘Tender Items’ means the goods being procurement under this tender.

#### **3.2 Application**

3.2.1 These General Conditions shall apply in all Contracts made by the Company for the procurement supply and delivery of tender items to the extent that they are not superceded by provisions of other part of contract.

#### **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 and will be treated thus in the evaluation of the tender.

#### **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 Candidate shall not, without the Company'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 Company 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 Company'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 Company and shall be returned (all copies) to the Company on completion of the Tenderer's performance under the Contract if so required by the Company

### 3.6 **Patent Rights**

- 3.6.1 The tenderer shall indemnify the Company 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 Company's country

### 3.7 **Inspection and Tests**

- 3.7.1 The Company or its representative shall have the right to inspect and/or to test the items to confirm their conformity to the Contract specifications. The Company 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. All reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Company.
- 3.7.3 Should any inspected or tested tender items fail to conform to the Specifications, the Company may reject the items, and the tenderer shall either replace the rejected items or make alterations necessary to make specification requirements free of costs to the Company.
- 3.7.4 The Company's right to inspect test and where necessary, reject the items shall in no way be limited or waived by reason of the tender items having previously been inspected, tested and passed by the Company 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 and packaging of the items 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 items and documents of the same shall be made by the tenderer in accordance with the terms specified by Company in its Schedule of Requirements and the Special Conditions of Contract

### **3.10 Insurance**

3.10.1 The items 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 this Contract shall be specified in Special Conditions of Contract

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

### **3.13 Prices**

3.13.1 Prices charged by the tenderer for items delivered and 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.

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 the original contract price.

3.13.4 Price variation requests shall be processed by the Company within 30 days of receiving the request.

### **3.14. Assignment**

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

### **3.15. Subcontracts**

3.15.1 The tenderer shall notify the Company 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 Company 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 items within the period(s) specified in the Contract, or within any extension thereof granted by the Company
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the Company has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event the Company 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 Company for any excess costs for such similar items.

### **3.18. Liquidated Damages**

3.18.1 If the tenderer fails to deliver and/or install any or all of the items within the period(s) specified in the contract, the Company 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.

### **3.19. Resolution of Disputes**

3.19.1 The Company 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

3.19.2 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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.20. Language and Law**

3.20.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise specified in the SCC

### **3.21. Force Majeure**

3.21.1 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.

### 3.22 Notices

3.22.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party by post or by fax or Email and confirmed in writing to the other party's address specified.

3.22.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

## 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

<b>REFERENCE OF GCC</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
3.7.1	<i>Indicate particulars of performance security</i>
3.12.1	<i>Indicate terms of payment</i>
3.18.1	<i>Indicate resolutions of disputes</i>

*(Complete as necessary)*

## SECTION V - SCHEDULE OF REQUIREMENTS AND PRICES

### Notes

-Pre-Export Verification for Conformity (PVOC) certificate must be included for items imported.

-Incase of discrepancy between unit price and the total, the unit price shall prevail.

-State the make/origin,

-Payment terms should be indicated.

Authorized Official: \_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*(amend format as necessary)*

## SECTION VI – TECHNICAL SPECIFICATION

### Category A –Gases

S/no.	Description	Qty (as and when required)	Unit Price	Make/origin
1.	Dissolved Acetylene Gas - Industrial Purity -98% Gas capacity -app 6.2m3 (20 deg) Net weight app. 6.5 kg			
2.	Oxygen gas - Industrial Purity -99.6% Gas capacity 6.5m3/8.5m3(depending on			

	cylinder capacity) Net weight - app. 9.1kg/11.5kg (depending on cylinder.)			
--	-------------------------------------------------------------------------------	--	--	--

**NOTE: The gas cylinders must be filled as per standard requirements .  
Supplier must ensure Cylinders and shut off valves are suitably packed for shipment so as not to suffer deterioration ,damage during transportation**

**Category B – Welding Rods and Accessories**

<b>Sno.</b>	<b>Description</b>	<b>Qty (as and when required)</b>	<b>Unit Price</b>	<b>Make/origin</b>
1.	Oxygen Multi-stage regulators with twin head Gauges displaying cylinder pressure and flow rate.comply with EN ISO 2503.(Saffire or equivalent).			
2.	Acetylene Multi-stage regulators with twin head Gauges displaying cylinder pressure and flow rate.comply with EN ISO 2503.(Saffire or equivalent).			
3.	Oxygen Hose Pipe			
4.	Acetylene Hose Pipe			
5.	Hose Clip			
6.	Hose Connectors for Acetylene(nipple and hose nut)			
7.	Hose Connectors for Oxygen(nipple and hose nut)			
8.	Gas Cutting Torch(blow pipe) BOTRO Type or Equivalent			
9.	Heavy Duty Gas Welding shank(made to EN ISO 5172)			
10.	Gas Lighter triple flint type			
11.	Spindle keys			
12.	Cutting Nozzle 1/16''			
13.	Cutting Nozzle 1/32''			
14.	Cutting Nozzle 1/8''			
15.	Nozzle cleaner			
16.	Hard Facing electrode,high chrome, high carbon hard alloy,high abrasion resistant with hardness			

<b>Sno.</b>	<b>Description</b>	<b>Qty (as and when required)</b>	<b>Unit Price</b>	<b>Make/origin</b>
	of 62 -65 HRC (Welding fibrizor hammers and cane knives)			
17.	Hard Facing Electrode able to withstand impact at medium loads under abrasive conditions .Weld metal hardness 52-58 HRC ( Mill Rollers Arcing)			
18.	Hard facing electrode for use as underlayer for hammers with hardness of 52-58 HRC(KM900 or equivalent) 5mm			
19.	Alloy steel electrode for tough and wear resistant buildup and overlay on low and medium carbon steels.(for crane wheel)			
20.	Low Hydrogen rods(E7018) 5mm			
21.	Low heat electrode for high strength ,crack resistant for joining of unknown and dissimilar steels ,high carbon and high alloy steels.			
22.	Cast Iron welding rods E114 /E119mm or equivalent.			
23.	Welding Shields (hands free)			
24.	Welding shield (hand held)			
25.	Leather hand Gloves(Long)			
26.	Leather Apron with ties			
27.	Electrode Holder 600Amps			
28.	Welding Cable 70mmsq. x600Amps			
29.	Stainless steel welding electrodes -2.5mm			
30.	Stainless steel Welding Rods - 3.25mm			
31.	Stainless steel Welding Rods- 4.00mm			
32.	Mild steel welding Rods (E 6013) -2.5mm			
33.	Mild Steel Welding Rods( E 6013) -4.00mm			
34.	Mild Steel Welding Rods(E 6013) – 3.25mm			
35.	Mild steel welding Rods (E 6013) -5.00mm			
36.	Aluminum Welding Rods 4mm			
37.	Hilco Bronsil Welding Rods 4mm			



<b>Sno.</b>	<b>Description</b>	<b>Qty (as and when required)</b>	<b>Unit Price</b>	<b>Make/origin</b>
38.	Low Hydrogen Electrodes - E7018 5mm			
39.	Flux coated Silver Rods 3mm			
40.	Brazing rods 3mm			
41.	Brass Welding Flux 400gms			
42.	Soldering Fluid 500ml(Tin)			
43.	Welding Glass (White) 3''x4''			
44.	Welding Glass (Black) 3''x4''			
45.	Welding Goggles 2'' round lens Type –Flip up(with plain secondary lenses)			
46.	Wire brushes			

**Note: Items can be awarded as a whole or per category**

- i. Specify the delivery period**
- ii. A warranty of 12 months and above**
- iii. Must indicate make and country of origin**

## **6.1 GENERAL**

- 6.1.1. These specifications describe the basic requirements for items. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply.
- 6.1.2 Tenderers must indicate on the specifications sheets whether the items offered comply with each specific requirement.
- 6.1.3 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 Company reserves the right to

reject the products, if such deviations shall be found critical to the use and operation of the products

6.1.4 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 - STANDARD FORMS**

*Notes on the Standard Forms:*

### **7.1 Form of Tender**

This form must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representative of the tenderer.

### **7.2 Confidential Business Questionnaire Form**

This form must be completed by the tenderer and submitted with tender documents

### **7.3 Tender Security Form**

When required by the tender document the tenderer shall provide the tender security either in the form included therein after or in another format acceptable to the Company.

### **7.4 Contract Form**

The Contract form shall not be completed by the tenderer at the time of submitting the tenderer at the time of submitting the tender. The contract form shall be completed after contract award

### **7.5 Bank Guarantee for Advance Payment.**

When there is an agreement to have Advance payment, this form must be duly completed.

### **7.6 Manufacturer's Authorization Form**

When required by the tender document, this form must be completed and submitted with the tender document. This form will be completed by the manufacturer of the goods where the tender is an agent.

## **8.1 Form of Tender (mandatory)**

Date: \_\_\_\_\_  
Tender N<sup>o</sup>: \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.

\_\_\_\_\_ 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

**Kshs** \_\_\_\_\_  
[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. We agree to abide by this Tender for a period of **90** days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. 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.
5. 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 \_\_\_\_\_

#### 8.1 **CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM (mandatory)**

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

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

*Part 1 – General:*

Business Name .....

Location of business premises. ....

Plot No..... Street/Road .....

Postal Address ..... Tel No. .... Fax ..... E mail .....

Nature of Business ,.....

Registration Certificate No. ....

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

Name of your bankers ..... Branch .....

<b>Part 2 (a) – Sole Proprietor</b>				
Your name in full .....			Age .....	
Nationality .....	Country of origin .....			
	<ul style="list-style-type: none"> <li>• Citizenship details</li> <li>.....</li> <li>•</li> <li>.....</li> </ul>			
<b>Part 2 (b) Partnership</b>				
Given details of partners as follows:				
Name	Nationality	Citizenship Details	Shares	
1. ....	.....	.....	.....	
2. ....	.....	.....	.....	
3. ....	.....	.....	.....	
4. ....	.....	.....	.....	
<b>Part 2 (c) – Registered Company</b>				
Private or Public .....				
State the nominal and issued capital of company-				
Nominal Kshs. ....				
Issued Kshs. ....				
Given details of all directors as follows				
Name	Nationality	Citizenship Details	Shares	
1. ....	.....	.....	.....	
2. ....	.....	.....	.....	
3. ....	.....	.....	.....	
4. ....	.....	.....	.....	
5. ....	.....	.....	.....	
Date .....				
Seal/Signature of Candidate .....				

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

### **8.3 Tender Security Form**

Whereas..... *[name of the tenderer]*  
 (hereinafter called “the tenderer”) has submitted its tender dated .....*[date of submission of tender]* for the supply of.....  
*[name and/or description of the goods]*

(hereinafter called "the Tender").....

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

of..... having our registered office at ..... (hereinafter called "the Bank"), are bound unto ..... [*name of Company*] (hereinafter called "the Company") in the sum of .....

for which payment well and truly to be made to the said Company, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**THE CONDITIONS** of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Company during the period of tender validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to tenderers;

we undertake to pay to the Company up to the above amount upon receipt of its first written demand, without the Company having to substantiate its demand, provided that in its demand the Company will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
*[signature of the bank]*

**8.4 Contract Form (For information only)**

**THIS AGREEMENT** made the..... day of ..... 20..... between .....[*name of Company*] of.....[*country of Company*] (hereinafter called “**the Company**”) of the one part and..... [*name of tenderer*] of..... [*city and country of tenderer*] (hereinafter called “**the tenderer**”) of the other part:

**WHEREAS** the Company invited tenders for certain services viz.,..... [*brief description of goods*] and has accepted a tender by the tenderer for the undertaking of those goods in the sum of..... [*contract price in words and figures*] (hereinafter called “the Contract Price”).

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Tender Form and the Price Schedule submitted by the tenderer;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Company's Notification of Award.
3. In consideration of the payments to be made by the Company to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Company to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Company hereby covenants to pay the tenderer in consideration of the provision of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_(for the Company)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer)

in the presence of \_\_\_\_\_

**8.6 Bank Guarantee for Advance Payment**

**To:**

.....  
[Name of Company]

[Name of  
Tender] .....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment,

.....  
[name and address of tenderer] (hereinafter called “the tenderer”) shall deposit with the Company a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of.....

[amount of guarantee in figures and words].

We, the.....

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

.....  
....

[amount of guarantee in figures and words].

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

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

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

**8.7 Manufacturer's Authorization Form**

**To:** *[Name of the Company]* .....

**WHEREAS**

.....  
*[Name of the Manufacturer]*

who are established and reputable manufacturers  
of.....

*[Name and/or description of the services]*

having factories at.....  
*[Address of factory]*

do hereby  
authorize.....

*[Name and address of Agent]*

to submit a tender, and subsequently negotiate and sign the Contract with you against  
tender

No..... for the above services offered by us.  
*[Reference of the Tender]*

We hereby extend our full guarantee and warranty as per the General Conditions of  
Contract for the goods offered for supply by the above firm against this Invitation for  
Tenders.

---

*[Signature for and on behalf of Manufacturer]*

**Note:** This letter of authority should be on the letter-head of the Manufacturer and  
should be signed by a person competent.



**8.8 STATEMENT OF VERIFICATION (MANDATORY)**

I/we ..... hereby verify and confirm that:-

- a) I/we have not committed and offence under the public Procurement and Asset Disposal Act, 2015.
- b) I/we have not committed and offence relating to procurement under any Act.
- c) I/we have not breached a contract for procurement by a public entity.
- d) I/we have not in procurement proceedings, given false information about my/our qualifications.
- e) I/we have not refused to enter into any previous written contact as required under Section 136 of the Public Procurement and Asset Disposal Act, 2015.

I/we also hereby declare that I/we will not engage in any corrupt practice while participating in the procurement proceedings herein.

Sign:

1. Name: .....  
Designation: .....  
Official rubber stamp
2. Name: .....  
Designation: .....  
Official rubber stamp
3. Name: .....  
Designation: .....  
Official rubber stamp