



MERU TEACHERS COLLEGE

TENDER NO. MTTC/05/2024-2025

FOR

Supply And Delivery Of Building Materials(Sand,Stones,Murram Etc)

TENDER CATEGORY:OPEN

JUNE 2024,

PRINCIPAL
MERU TEACHERS COLLEGE
P.O BOX 46 – 60200
MERU

TEL NO. 0717527752, Email: meruco2010@yahoo.com

SECTION I: INVITATION TO TENDER

DATE: _____

TENDER REF NO: MTTC/10/2024/2025

TENDER NAME: SUPPLY AND DELIVERY OF BUILDING MATERIALS

The Meru Teachers College (MTC) invites sealed bids from eligible candidates for **supply and delivery of BUILDING MATERIALS.**

1. Interested eligible candidates may obtain further information and inspect the tender documents at **the procurement office** during normal working hours 0800 hours to 1700hours Monday to Friday.
2. A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of **Kshs 1,000.00** in Bankers cheque payable to **Meru Teachers College.**
3. Tender documents may be obtained electronically from college website: <https://meruteacherscollege.ac.ke/> OR www.tenders.go.ke free of charge. Tenderers who download tender document must forward their particulars immediately to facilitate any further addendum.
4. Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the **Tender Box** located at **administration block main entrance, or** to be addressed to,
 - i. **Chief Principal, Meru Teachers' College**
 - ii. **Po Box 46**
 - iii. **Meru**
5. [TEL:0717527752](tel:0717527752)
 - i. so as to be received on or before **1st July 2024 at 10.00 a.m.**
6. Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for **90** days from the closing date of the tender.
7. .
8. Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **Review Room.**

For: **CHIEF PRINCIPAL**
MERU TEACHER'S COLLEGE

SPECIAL NOTES

- These notes shall form part of specifications and conditions
- The tenderer is required to check the number of pages in the documents and should he find any, missing, or duplicate or indistinct, he should inform the chief principal/procurement officer, Meru Teachers College (MTC) immediately in writing.
- Should the tenderer be in doubt about the precise meaning of any item or figure, for any reason whatsoever, he must inform the Chief principal/procurement officer in order that the correct meaning may be decided before the date of submission.
- No liability will be admitted nor claim allowed in respect of errors in the tender due to mistakes in the specifications which should have been rectified in the manner prescribed.

MERU TEACHERS COLLEGE

Section II: Instructions to Tenderers

A General Provisions

• **Scope of Tender**

- The college as defined in the **TDS** invites tenders for supply of goods and, if applicable, any Related Services incidental thereto, as specified in Section V, Supply Requirements. The name, identification, and number of lots (contracts) of this Tender Document are specified in the **TDS**.
- Throughout this tendering document:
 - the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the **TDS**, distributed or received through the electronic-procurement system used by the college) with proof of receipt;
 - if the context so requires, “singular” means “plural” and vice versa;
 - “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Entity. It excludes official public holidays.
- The evaluation and award of contracts will be based on Packages”.

• **Fraud and Corruption**

- The college requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.
- The college requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.
- Unfair Competitive Advantage - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **Data Sheet** and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.

- **Eligible Tenderers**

- 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
- Public employees and their close relatives (*spouses, children, brothers, sisters and uncles and aunts*) are not eligible to participate in the tender.
- Public Officers of the college, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
 - directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
 - receives or has received any direct or indirect subsidy from another Tenderer; or
 - has the same - representative or ownership as another Tenderer; or
 - has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the college regarding this Tendering process; or
 - or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods that are the subject of the Tender; or
 - or any of its affiliates has been hired (or is proposed to be hired) by the college for the Contract implementation; or
 - would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the **TDS** ITT 1.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or has a close business or family relationship with a professional staff of the college (or of the project implementing agency, who: (i) are directly or indirectly involved in the preparation of the tendering document or specifications of the Contract, and/or the Tender evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the college throughout the Tendering process and execution of the Contract.
- A tenderer shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified.

- A firm that is a Tenderer (either individually or as a JV member) shall not submit more than one Tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member, may participate as a subcontractor in more than one Tender. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender.
- A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT3.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the Contract including related Services.
- A Tenderer that has been debarred by the PPRA from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the [PPRA's website](#).
- Tenderers that are state-owned enterprises or institutions may be eligible to compete and be awarded a Contract(s) only if they are (i) a legal public entity of the state Government and/or public administration, (ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis. Public employees and their close relatives are not eligible to participate in the tender.
- Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the college to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke.

- A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority.
- Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the college to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- Tenderers shall not 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.

2.2.3 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.

2.2.4 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 college, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.4 The Tender Document

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

- (i) Invitation for Tenders
- (ii) General information
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of Requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules

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

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the college in writing or by cable (hereinafter, the term *cable* is deemed to include telex and facsimile) at the entity's address indicated in the Invitation for tenders. The college will respond in writing to any request for clarification of the tender documents, which it receives no later than thirty (30) 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.

2.6 Amendment of Documents

6.1 At any time prior to the deadline for submission of tenders, MTTC, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

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

- 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 exchanged by the tenderer and the college, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8 Documents Comprising the Tender

2.8.1 The tender prepared by the tenderer shall comprise the following components;

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with paragraph 12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

- (c) documentary evidence established in accordance with paragraph 13 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 14.

2.9. Tender Form

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.

2.1.10 Tender Prices

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

2.10.22.11. Tender Currencies

211.1 Prices shall be quoted in Kenya Shillings.

2.12 Tenderers Eligibility and Qualifications.

2.12.1 Pursuant to paragraph 1 of section III, the tenderer shall furnish, as part of its tender, documents establishing the tenderer's eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the college satisfaction that the tenderer, at the time of submission of its tender eligible.

12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the college satisfaction:

- (a) 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;
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;

2.13. Goods' Eligibility and Conformity to Tender Document.

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

2.13.2 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.

2.13.3 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 characteristics of the goods;
- (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
- (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and services 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 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 college in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the college satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

Not applicable in this tender

2.15 Validity of Tenders

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

In exceptional circumstances, the college may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

2.16 Format and Signing of Tender

2.16.1 The bidder shall prepare two copies of the tender (**price schedule only**), 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. The latter authorization shall be indicated by written power-of-attorney

accompanying the tender. 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

- be addressed to the MTC at the address given in the invitation to tender.

(b) *Bear, tender no and the name in the invitation for tenders and the words "DO NOT OPEN BEFORE".....*

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 college will assume no responsibility for the tender's misplacement or premature opening.

2.18. Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2(As per Tender Notice)

2.18.2 The MTC may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the college and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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 college 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, 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 14.7.

Opening and Evaluation of Tenders

2.20.1 The college will open all tenders in the presence of tenderers' representatives who choose to attend, at (*the time, on the date*). *As per Tender Notice*

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

2.20.2 Tenderers names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the college, at its discretion, may consider appropriate, will be announced at the opening.

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

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

2.22. Preliminary Examination

2.22.1 The MTC 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 MTC 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.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 23, the college will determine the substantial responsiveness of each tender to the tender documents. For purposes of these

paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The college 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 college and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.24 Evaluation and Comparison of Tenders

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

2.26. Contacting the college

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

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

2.27 Award of Contract

a) Post-qualification

2.25.1 In the absence of pre-qualification, the college will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.25.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 12.3, as well as such other information as the Procuring entity deems necessary and appropriate.

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

b). Award Criteria

2.25.4 Subject to paragraph 10, 23 and 28 the college will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the best evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

c). MTC Right to Vary quantities

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

d). MTC to Accept or Reject Any or All Tenders

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

2.28. Notification of Award

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

29.2 The notification of award will constitute the formation of the Contract.

29.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 14.

2.29. Signing of Contract

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

2.30 Corrupt Fraudulent Practices

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

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after

tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

- (b) will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

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

SECTION IV -GENERAL CONDITIONS OF CONTRACT

• 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 the organization purchasing the Goods under this Contract.
- (e) "The tenderer" means the individual or firm supplying the Goods under this Contract.

3.2. Application

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

3.3 Country of Origin

3.1 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced.

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

3.4 Standards

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 MTTC prior written consent, disclose the Contract, or any provision thereof; or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

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. Performance Security (Not Required in this Tender)

3.8. Inspection and Tests

3.8.1 The MTTC 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.

3.8.2 The inspections and tests may be conducted on 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.

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

8.4 The college 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 Goods having previously been inspected, tested, and passed by the Procuring entity or its representative prior to the Goods' delivery.

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

3.9. Packing

9.1 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.

9.2 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.

10. Delivery and Documents

10.1 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.

11. Insurance

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

• Payment

12.1 Payments shall be made promptly by Government Ministries, Departments or Institutions upon delivery of items procured through purchase orders by the respective entities.

13. Prices

Prices shall be net inclusive of all taxes and no variation of prices; except in the case of variation of taxes or other charges payable to the Government.

14. Assignment

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.

15. Termination for Default

15.1 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.

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

16. Liquidated Damages

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

17. Resolution of Disputes

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

18. Language and Law

- 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.

SECTION V - SPECIAL CONDITIONS OF CONTRACT

- 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 GC
- **4.3.2 Framework Agreement**
- 4.3.2. The Parties shall enter into a Framework Agreement within 28 days after the Contractor receives the Letter of Acceptance, unless the Particular Conditions establish otherwise. The Framework Agreement shall be based upon FORM No. 3 – FRAMEWORK AGREEMENT annexed to the Particular Conditions. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Framework Agreement shall be borne by the Procuring Entity.

- 4.3.2.2 The Framework Agreement establishes the terms and conditions that will govern the contract awarded during the term of the Framework Agreement. The Framework Agreement establishes for the procurement works by package as and when required, over the specified period of time. The Framework Agreement does not commit a college to procure, or a Firm to supply. The Framework Agreement allows the college to call the supplier to commence the works on a particular package in a specified location within the duration of the agreement.
- 4.3.2.3 This Framework Agreement does not guarantee the supplier of being called for a contract to start and no commitment is made with regard to possible number of packages to carry out.
- 4.3.2.4 This Framework Agreement does exclude the college from the right to procure the same Works from other firms.
- 4.3.2.5 This Framework Agreement does not stop the college from removing the contractor from the same Agreement.
- 4.3.2.6 FAs shall be established for a maximum period of three (3) years. The Procuring Entity may with the Consent of the Contractor extend this Agreement where the agreement period is less than three (3) years, if the initial engagement has been satisfactory.

SECTION VI-TECHNICAL SPECIFICATIONS

5.1 General

- 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
- Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 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.
- The tenderers are requested to present information along with their offers as follows:
 - Shortest possible delivery period of each product
 - Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

SECTION VII: SCHEDULE OF REQUIREMENTS

- **Preliminary Evaluation**

S/NO	MANDATORY REQUIREMENT	RESPONSIVE /NOT RESPONSIVE
1.	Current valid tax compliance certificate	
2.	Valid copy Business permit	
3.	Certificate of registration/incorporation	
4.	Dully filled form of tender, signed and stamped	
5.	Tenderers eligibility-confidential business questionnaire form duly filled, signed and stamped	

*Bids that are not responsive in any criteria listed above shall not proceed to technical evaluation.

Technical evaluation

S/No	Requirement	Maximum score
1.	Provide three (3) copies of contracts for supply and delivery of hardware and plumbing materials in the last three years a) One copy(10marks) b) Two copies(20)marks) c) Three copies(30marks)	30 marks
2.	Provide current and valid recommendation letter from the three clients named above. The recommendation letters must include, a) the clients company letterhead b) Email and telephone of the client c) Contact person from the clients organization	30marks
3.	Bank statement for one year	40
	TOTAL	100

*Bidder should attain at least 70 marks to qualify to the next stage of evaluation

Price Comparison Stage

- Tenders are invited for individual lots, the contract will be awarded to the tenderer offering a substantially responsive Tender(s) and the lowest evaluated cost for individual lots, subject to the selected tenderer(s) meeting the required qualification criteria (this Section III, Sub-Section ITT 36 Qualification Requirements) for each lot. In determining tenderer that offer the lowest evaluated cost to the Procuring Entity for each lot, the Procuring Entity shall apply the following steps in sequence:
 - (a) evaluate individual lots to determine the substantially responsive Tenders and corresponding evaluated costs;
 - (b) for each lot, rank the substantially responsive Tenders starting from the lowest evaluated cost for the lot;

- (c) apply to the evaluated costs listed in (b) above, any applicable discounts/price reductions offered by a tenderer (s) for the award of each Lot based on the discounts and the methodology for their application offered by the respective Tenderer; and
-
- (d) Determine contract award based on the lots that offer the tender offers each of which has the lowest evaluated cost to the Procuring Entity.

SECTION VIII: PRICE SCHEDULE FOR THE ITEMS

S/NO	ITEM DESCRIPTION	UNIT	UNIT PRICE(KS)
1.	Ballast ½”10 tonne	Lorry	
2.	Ballast (machine)	Lorry	
3.	Sand 10 tonne	Lorry	
4.	Machine cut stones 6x9	Pc	
5.	Machine cut stones 9x9	Pc	
6.	Natural stone 6x9	Ft	
7.	Natural stone 9x9	Ft	
8.	Hardcore 10 tonne	Lorry	
9.	Murram 10 tonne	Lorry	
10.	Quarry dust	Lorry	
11.	Building stones 9”x9” quarry foundation stones	ft	
12.	Building stones 9”x9” machine cut stones	pcs	
13.	Riverbed sand 10 tonnes	lorry	
14.	Ballast ¾”machine crushed 10 tons	lorry	
15.	Timber (gravellia)6’x1’ 3’x2’	ft	

DAYS TO DELIVERY _____

Signature of the tenderer _____

Stamp _____

4.1 **FORM OF TENDER**

Tender No. _____

To: MERU TEACHERS COLLEGE
PO BOX 46-60200
MERU

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver **building materials** in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by *(Procuring entity)*.

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

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us, subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for and on behalf of _____

4.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 – General

Business Name

Location of business premises; Country/Town.....Plot No.....

Street/Road.....Postal Address.....Te; No.....

Nature of BusinessCurrent Trade License No.....Expiring date.....

Maximum value of business, which you can handle at any time: K.

Pound.....

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

Give details of partner as follows:

	Name in full	Nationality	Citizenship Details	Shares
1.
2.
3.

Part 2 (c) –Registered Company;

Private or Public Company.....

State the nominal and issued capital of the company.

Nominal K£.....

Issued K£ Give details of all Directors as follows:-

S/No.	Name	Nationality	Citizenship Details	Shares
1				
2				
3				
4				
5				