



**RIFT VALLEY TECHNICAL TRAINING INSTITUTE
ELDORET**

**RIFT VALLEY TECHNICAL TRAINING INSTITUTE- ELDORET
P.O. BOX 244 - 30100
ELDORET
Tel: +254 704 244 244, +254 729 621 773**

**SUPPLY & DELIVERY OF ELECTRICAL, ELECTRONICS,
SOLAR MATERIALS, ACCESSORIES, APPLIANCE &
EQUIPMENTS.**

TENDER NO: RVTTI/BOG/2/2021/2022

CLOSING DATE: 8th JUNE 2021

TIME: 10.00AM



**EAC Centre of
Excellence**



TABLE OF CONTENTS

		PAGE
SECTION I	INVITATION TO TENDER.....	3
SECTION II	INSTRUCTIONS TO TENDERERS.....	4
SECTION III	GENERAL CONDITIONS OF CONTRACT.....	15
SECTION IV	TECHNICAL SPECIFICATION.....	19
	PRICE SCHEDULE FOR GOODS	20
SECTION V	STANDARD FORMS.....	27
5.1.	FORM OF TENDER.....	27
5.2.	CONFIDENTIAL BUSINESS QUESTIONNAIRES	29
5.3.	CONTRACT FORM	39

SECTION I. INVITATION FOR TENDER

TENDER NO :RVTTI /BOG/2/2021/2022

TENDER NAME: SUPPLY AND DELIVERY OF ELECTRICAL, ELECTRONICS, SOLAR MATERIALS, ACCESSORIES, APPLIANCES & EQUIPMENTS

The Rift Valley Technical Training Institute invites sealed bids from eligible candidates for SUPPLY AND DELIVERY OF ELECTRICAL,ELECTRONICS , SOLAR MATERIALS,ACCESSORIES,APPLIANCES & EQUIPMENTS.

Interested eligible candidates may obtain further information from and inspect the tender documents at the **Rift Valley Technical Training Institute P.O BOX 244 ELDORET**, during normal working hours **8.00am to 5.00pm**.

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

Completed tender documents are to be enclosed in plain sealed envelopes marked with '**tender reference number and name**' and be deposited in the Tender Box at the **Administration Block** and be addressed to the **Principal, Rift Valley Technical Training Institute** so as to be received on or before **8TH JUNE 2021 at 10:00am**.

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

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

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

- l) Bidders applying for tenders in supply and delivery of pasteurized fresh milk must be registered with the Dairy board of Kenya.
- m) Bidders applying for tenders in food services must attach Public health certificate from the ministry of Public health.
- n) Bidders applying for tenders in computer and computer accessories must be registered with Information and Communication Technology Authority of Kenya (ICTA).

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

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



SECTION II. INSTRUCTIONS TO TENDERERS

Introduction

1. Eligible Tenderers

- 1.1 This Invitation for Tenders is open to all tenderers eligible as described in the tender documents. Successful tenderers shall complete the provision of services by the intended completion date specified in the tender documents.
- 1.2 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of services under this Invitation for tenders.
- 1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2. Eligible Goods/Services

- 2.1 All services to be provided under the contract shall have their origin in eligible source countries.
- 2.3 The origin of services is distinct from the nationality of the tenderer.

3. Cost of Tendering

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

The Tender Document

4 Contents

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

- (i) Invitation for Tenders

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

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

5. Clarification of Documents

- 5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by cable (hereinafter, the term *cable* is deemed to include telex and facsimile) at the entity's address indicated in the Invitation for tenders.
- 5.2 The Procuring entity will respond in writing to any request for clarification of the tender prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderer that have received the tender document.

6. Amendment of Documents

- 6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer may modify the tender documents by amendment.
- 6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by cable, and will be binding on them.
- 6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

Preparation of Tenders

7. Language of Tender

7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

8. Documents Comprising the Tender

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

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

9. Tender Form

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

10. Tender Prices

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

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

11. Tender Currencies

11.1 Prices shall be quoted in the following currencies:

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

12. Tenderers Eligibility and Qualifications.

- 12.1 Pursuant to paragraph 1 of section III, the tenderer shall furnish, as part of its tender, documents establishing the Tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 12.2 The documentary evidence of the Tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph I of section III.
- 12.3 The documentary evidence of the Tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction:
 - (a) that, in the case of a tenderer offering to provide services under the contract which the tenderer did not originate or otherwise produce, the tenderer has been duly authorized by the services provider to provide the services;
 - (b) That the tenderer has the financial, technical, and production capability necessary to perform the contract;

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

- 13.1 Pursuant to paragraph 2 of this section, the tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all services which the tenderer proposes to provide under the contract.
- 13.2 The documentary evidence of the eligibility of the services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 13.3 The documentary evidence of conformity of the services to the tender documents may be in the form of literature, and data, and shall consist of:
 - (a) a detailed description of the essential technical and performance characteristics of the services;
 - (b) a clause-by-clause commentary on the Procuring entity's Technical

Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

14. Validity of Tenders

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

14.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A tenderer granting the request will not be required nor permitted to modify its tender.

15. Format and Signing of Tender

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

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

Submission of Tenders

16. Sealing and Marking of Tenders

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

16.2 The inner and outer envelopes shall:

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

**The Principal,
RVTTI ,
P.O BOX 244-30100
ELDORET**

(b) Bear, the Tender Name, the Tender No. and the words: “DO NOT OPEN BEFORE,” **8TH JUNE 2021 at 10:00am.**

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

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

17. Deadline for Submission of Tenders

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

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

18. Modification and Withdrawal of Tenders

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

18.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 17. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

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

Opening and Evaluation of Tenders

19. Opening of Tenders

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

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

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

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

20. Clarification of Tenders

20.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing and no change in the prices or substance of the tender shall be sought, offered, or permitted.

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

21. Preliminary Examination

21.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

21.2 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.

21.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided

such waiver does not prejudice or affect the relative ranking of any tenderer.

21.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

22. Evaluation and Comparison of Tenders

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

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

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

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

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

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

(a) *Delivery schedule.*

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

(b) *Deviation in payment schedule.*

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

(c) *After sales service facilities.*

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

23. Contacting Rift Valley Technical Training Institute

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

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

Award of Contract

24. Post-qualification

24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest

evaluated responsive tender is qualified to perform the contract satisfactorily.

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

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

25. Award Criteria

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

26. Procuring entity's Right to Vary quantities

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

29. Signing of Contract

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

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

30. Corrupt Fraudulent Practices

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

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
- (i) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial 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.

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

SECTION III-GENERAL CONDITIONS OF CONTRACT

1. Definitions

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

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- (c) “The service” means any object of procurement other than works and goods.

- (d) "The Procuring entity" means the organization purchasing the services under this Contract.
- (e) "The tenderer" means the individual or firm providing the services under this Contract.

2. Application

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

3. Country of Origin

- 3.1 For purposes of this Clause, "origin" means the place where the services originate.
- 3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

4. Standards

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

5. Use of Contract Documents and Information

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

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

s

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

6. Patent Rights

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

7. Inspection and Tests

- 7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 7.2 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 7.3 Nothing in paragraph 8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

8. Provision of Services

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

9. Payment

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

10. Prices

- 10.1 Prices charged by the tenderer for Goods delivered and Services performed under the Contract shall not vary from the prices by the tenderer in its tender under section 82 of Public Procurement and Asset Disposal 2015 .

11. Assignment

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

12. Subcontracts

- 12.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the

original tender or letter, shall not relieve the tenderer from any liability or obligation under the Contract.

13. Termination for Default

13.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

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

13.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

14. Liquidated Damages

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

15. Resolution of Disputes

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

15.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

16. Language and Law

16.1 The language of the contract and the law governing the contract shall be English

language and the Laws of Kenya respectively unless otherwise stated.

17. Force Majeure

17.1 The tenderer shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.



SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

- 5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers are requested to present information along with their offers as follows:
- (i) Shortest possible delivery period of each product
 - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

SECTION VII - PRICE SCHEDULE FOR GOODS

Name of tenderer _____ Tender Number _____ Page _____ of _____

NO	ITEM DESCRIPTION	UNIT OF MEASURE	SPECIFICATION	UNIT PRICE	REMARKS
1	1.0mm ² T.W.E Cables	Roll	EA		
2	1.5mm ² T.W.E Cables	Roll	EA		
3	2.5mm ² T.W.E Cables	Roll	EA		
4	4.0mm ² T.W.E Cables	Roll	EA		
5	1.0mm ² single cables (R,Y,B)	Roll	EA		
6	1.5mm ² single cable (R,Y,B)	Roll	EA		
7	2.5mm ² single cable (R,Y, B)	Roll	EA		
8	4.0mm ² single cable (R,Y, B)	Roll	EA		
9	Tack nails	Pkt			
10	Buckle clips	Pkt			
11	Wood screws	Pkt			
12	Batern type lamp holder	Pcs	3-PIN		
13	Plastic intermediate switch	No	T&J/Power max		
14	Plastic 1 way switch	No	T&J/Power max		
15	Plastic 2 way switches	No	T&J/Power max		
16	600m fluorescent lamps	No	T&J		
17	20mm PVC H/G conduit	No			
18	20mm H/G steel conduit	No			
19	Bell wire 0.73mm ²	Roll			
20	Insulated staples	Pkt			
21	240V bell push buttons	No			
22	Ceiling roses	Pkt			
23	Tracing paper	Roll			
24	Tracing ink	Pots			
25	Tracing pens	No			
26	Ammonia paper	Roll			
27	Hot plate/heating element	No	2000W		
28	Steel tape draw wire	Length			
29	1×15A splinter unit	No			
30	3×15A splinter unit	No			
31	3×15A splinter unit	No			
32	13A socket outlet	No			
33	Bar Magnet	No			
34	4 way metallic CCU	No	Power max		
35	240 electrical bells	No	Trembling		
36	PVC switch box	Pcs			
37	Single deep pattress	No			



38	Twin deep pattress	No			
39	20mm flexible steel conduit	Length			
40	Trunking	Length	1"x1", 2"x1", 2"x 2"		
41	Cooker control unit	No	T&J		
42	Circuit breaker	No	Hagger / Crab tree		
43	Masking tapes	No			
44	Ceiling rose lamp holder	No			
45	Ball lamp fitting	No			
46	Cut out with neutral	No			
47	ELCB	No			
48	TPN switch	No			
49	3 ϕ Energy meters	No			
50	Stop -start buttons	No			
51	415V electromagnetic relay	No			
52	415v overload relay	No			
53	415v Time delay relay time switch	No			
54	240v electromagnetic contactor	No			
55	Electric iron box	No	Phillips		
56	Electric kettles	No	Ramton/Black and Decker		
57	Bending spring (plastic conduit)	No			
58	Stock and Die (Hand)	No			
59	Screw Drivers (assort)	No			
60	Wire guard fitting	No			
61	Bell wire 0.75mm ²	Roll			
62	Bell wire insulation staples	Pkt			
63	Triac	No			
64	Steel tape draw wire	No			
65	Oxygen cable clear	Roll			
66	Inclinometer	No			
67	Irradiance meter	No			
68	Compass needle	No			
69	Fuse	No			
70	Fuse wire	Roll			
71	Inverter	No			
72	Controller	No			
73	Solder Sucker	No			
74	Hydrometer	No			
75	Transistors(assorted)	No			
76	Copper strip boards	No			

77	Breadboards	No			
78	Transformers	No			
79	Light Emitting Diodes	No			
80	Resistors(assorted)	No			
81	Connecting wire- single strand	Mtr			
82	Capacitors(assorted)	No			
83	Diodes(assorted)	No			
84	Light dependent resistors				
85	Operational amplifiers (assorted)	No			
86	Relays(assorted)	No			
87	Soldering wire resin activated core	Roll			
88	Toggle switch	No			
89	Dual variable power supply	No			
90	Potentiometer	No			
91	Super glue	Pkt			
92	Soldering iron 40W	No			
93	Battery clips	No			
94	Earth electrode 4ft	No			
95	Isolators	No			
96	KMPG switch fuse	No			
97	415v Timers	No			
98	415V overload relay	No			
99	Auxiliaries	No			
100	415V Contactors Siemens	No			
101	Charge Controller with display	No			
102	Fluorescent Fitting (D.C)	No			
103	D.C connector Box with Fuses	No			
104	D.C socket outlets	No			
105	D.C switches	No			
106	D.C 5A circuit breaker(MCB)	No			
107	D.C 10A circuit breaker(MCB)	No			
108	D.C 15A circuit breaker(MCB)	No			
109	D.C 20A circuit breaker(MCB)	No			
110	20mm half -threaded couplers	No			
111	20mm circular terminal box No.	No			

112	20mm circular through box	No			
113	20mm circular angle box	No			
114	20mm circular tee box	No			
115	20mm circular 4 way box	No			
116	20mm spacer, bar saddles	No			
117	1gang 2way switches	No			
118	2gang 2way switches	No			
119	1" shaft	Length			
120	Soldering flux	Tin			
121	Soldering stick	No			
122	Diac	No			
123	Diodes	No			
124	Micro processor chips	No			
125	Varacter diodes	No			
126	Scotty diodes	No			
127	Silicon controlled rectifiers	No			
128	Power diodes	No			
129	In-build amplifiers	No			
130	Soldering wire 60/40 1.00mm	Roll			
131	Logictages (OR,AND,NAND,NOR)	No			
132	Zener diodes	No			
133	Lead diodes	No			
134	N-P-N Bipolar junction transistor	No			
135	Junction field effect transistors N-channel	No			
136	Metal oxide semi- cond.Field	No			
137	Transistor demofet- P channel	No			
138	Transistor De-Mosfet-N channel	No			
139	Transistor E-Mosfet-P channel	No			
140	Solder Iron 40W	No			
141	Digital multi-meter (Germany)	No			
142	Resistors	No			
143	Capacitors	No			
144	Crocodile clips	No			
145	Choke 2ft	Pcs	T&J		
146	Choke 4ft	Pcs	T&J		
147	Choke 5ft	Pcs			
148	Fluorescent tube 2ft	Pcs	Power		

			max/Phillips/T&J		
149	Fluorescent tube 4ft	Pcs	Power max/Phillips/T&J		
150	Fluorescent tube 5ft	Pcs	Power max/Phillips/T&J		
151	Fluorescent fitting 2ft	Pcs	Power max/Phillips/T&J		
152	Fluorescent fitting 4ft	Pcs	Power max/Phillips/T&J		
153	Fluorescent fitting 5ft	Pcs	Power max/Phillips/T&J		
154	Glow starter	Pcs	Power max/Phillips/T&J		
155	Double socket	No	Power max/Phillips/T&J		
156	Single socket	No	Power max/Phillips/T&J		
157	Energy saver bulb	Pcs	Power max/Phillips/T&J		
158	Bulb 60watts (ordinary)	Pcs	Power max/Phillips/T&J		
159	Bulb 75watts (ordinary)	Pcs	Power max/Phillips/T&J		
160	Bulb 100watts (ordinary)	Pcs	Power max/Phillips/T&J		
161	12V bulbs	No			
162	Extension cable(powermax)	Pcs	Power max/Phillips/T&J		
163	Electric coil heater	Pcs	2000W		
164	Cut out 60/80	Pcs			
165	LDR (light dependent resistor)	No			
166	Photo transistor	No			
167	1/4W resistor(assorted) foced	No			
168	50K variable	No			
169	100K variable resistor	No			
170	BC 140 transistor	No			
171	BC 108 transistor	No			
172	OPAMP 741	No			
173	Capacitors (assorted)	No			
174	Fused plug adaptor	No			
175	Plastic moulded CCU 4way	No			
176	415 electromagnetic conductor	No			
177	415 overload relay	No			

178	415 time delay relays	No			
179	Energy meter (digital)	No			
180	Energy meter (analog)	No			
181	Distribution board	No			
182	KMGB fuse 80/60	No			
183	Earth electrode	No			
184	Charger controller	No			
185	Concrete nails	Pkt			
186	MCBS 10amps	No			
187	MCBS 32amps	No			
188	100A 3phase MCBs	No	Hagger		
189	PVC water proof inspection box	No			
190	Insulating tape	No			
191	Line connectors 16mm	No			
192	Deep double pattress box	No			
193	Bell wire insulation tapes	Pkt			
194	PVC square box	No			
195	20mm stock & die	No			
196	Inverter 300W	No			
197	OP AMP 741+18V	No			
198	10K resistor ¼ watt	No			
199	100K resistor ¼ watt	No			
200	Copper strip board	No			
201	Jumper wire	Roll			
202	Steel nails 1”	Pkt			
203	13A top plug	No			
204	Solartek 30 AMP	No			
205	Solartek 13 AMP	No			
206	Splitter units	No			
207	Diodes 14N48	No			
208	Copper strip board 60x80	No			
209	Flexible Cable 2.5mm ²	Mtr			
210	Transistors BC 138	No			
211	Transistors BC 137	No			
212	Flexible Cable 1.5mm ²	Mtr			
213	Resistors 47K	No			
214	Resistors 560K	No			
215	Resistors 2.2K	No			
216	Resistors 12K	No			
217	Capacitor 100mf, 100v	No			
218	Capacitor 10mf	No			
219	Welding cable (500AMPs)	Mtr			
220	1.0mm ² T.W.E Cables	Mtr	EA		
221	1.5mm ² T.W.E Cables	Mtr	EA		

222	2.5mm ² T.W.E Cables	Mtr	EA		
223	4.0mm ² T.W.E Cables	Mtr	EA		
224	1.0mm ² single cables (R,Y,B)	Mtr	EA		
225	1.5mm ² single cable (R,Y,B)	Mtr	EA		
226	2.5mm ² single cable (R,Y, B)	Mtr	EA		
227	6.0mm ² T.WE	Roll	EA		
228	6.0mm ² single cables (R,Y,B)	Roll	EA		
229	6.0mm ² T.WE	Mtr	EA		
230	6.0mm ² single cables (R,Y,B)	Mtr	EA		
231	10.0 mm ² single cables (R,Y,B,B)	Mtr			
232	4 .0mm ² single cable (R,Y, B)	Mtr	EA		
233	12v bulbs	No			
234	Industrial socket complete	No			
235	LEDs	No			
236	Size A dry cells batteries	No			
237	Size AA dry cells batteries	No			
238	Size AAA dry cells batteries	No			
239	Logic gates 7400LS00	No			
240	Logic gates 7402LS00	No			
241	Logic gates 7404 LS00	No			
242	Logic gates 7432 LS00	No			
243	Logic gates 7486 LS00	No			
244	Logic gates 7493 LS00	No			
245	Logic gates 7474LS00	No			
246	Solar battery 050 AH	No			
247	Solar battery 085 AH	No			
248	Solar battery 100 AH	No			
249	Double pole main switch 100 Amps	No			
250	Connectors 10 Amps	No			
251	Connectors 15 Amps	No			
252	Connectors 32 Amps	No			
253	TPN switch	No			
254	Soldering Wire	Roll			
253	Tape Measure 3m	No			
254	Tape Measure 10m	No			
255	Tape Measure 100m	No			
256	Transistors (assorted)				

257	Resistors (assorted)				
258	Capacitors (assorted)				
259	Immersion heater	Pc			
260	Optical pin	Pkt			
261	Speaker wire	Roll			
262	Plane mirror (mounted)	Pc			
263	Soldering iron	Pc			
264	Electroscopes	Pc			
265	Thermometer (-20 ⁰ c - 120 ⁰ C)	Pc			
266	Thermometer (Fridge)	Pc			
267	Adaptor multisocket	Pc			
268	269Top plugs	Pc			
269	Aspirator for aquaria	Pc			
267	Water dispenser	Pc			
268	Multi socket adaptor	No			
269	Arduino microcontroller	Pc			
270	Lipo battery	Pc			
271	Extension cable	Pc	Powermax/ Philips/ T&J		
272	Metal socket single complete	Pc			
273	Metal socket double complete	Pc			
274	Instant shower	Pc			
275	Energy saving bulb	Pc			
276	Dry cell				
	Size D	Pc			
	Size AAA	Pc			
	Size AA	Pc			
	Size LR 44	Pc			
277	Fridge guard	Pc			
278	High pressure gas regulator	Pc			
279	Gas pipe plastic	Pc			
280	Gas pipe aluminium	Pc			
281	Gas gurner	Pc			

SECTION G. STANDARD TENDER FORMS

(i) Form of Tender

Date: _____

Tender N^o: _____

To: _____
.....
[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos..... [Insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver.....
.....[Description of goods]
in conformity with the said tender documents for the sum of.....
.....

.....[Total tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

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

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

5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

Dated this _____ day of _____ 20_____.

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of

(ii) CONFIDENTIAL BUSINESS QUESTIONNAIRE:



TENDER NO

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

Name of the firm

Date issued.....

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

A: GENERAL INFORMATION:

1.1 Business Name:

1.2 Date Of Registration

Indicate

.....the

form of Business:

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

Partnership..... (c)

Company.....

1.4 What businesses are you licensed to operate?

.....

1.5 Postal Address Tel No

.....

Fax:

Cell Phone.....

Email Web
page.....

1.6 Location of business premises:

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

.....

Is the premises Permanent/Temporary?.....
Residential/Office/shop/warehouse?.....

1.7 Current Trade License No Expiring date

.....

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

.....

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



Your name in full

Are you a Kenya Citizen?.....If not, what is your Nationality.....

Part 1.9(b) – Partnership/Registered company

Country of incorporation.....
Date.....

	NAME OF PARTNERS/SHARE HOLDERS	NATIONALITY	CITIZENSHIP	OWNERSHIP (SHARES)
1				
2				
3				
4				

B: ELIGIBILITY:

- 2.1 Have you or your principals been subject of legal proceedings for insolvency, Bankruptcy, receivership or your business activities suspended for related reasons?.....if yes, when?
.....[if yes, You must present legal documentary evidence that you are cleared and your business is now solvent].
- 2.2 Have you fulfilled your obligations to pay taxes and social security contributions for the last three years? Yes....No....(
- 2.3 Are you or your servants or agents subject of legal proceedings (attached documentary evidence for the respective Government Agents) or have been



debarred or suspended for corrupt or unethical business practice.

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

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



You must attach copies of your

1. Business Registration Certificate,
2. VAT certificate,
3. PIN Number and

the recent 3 years Audited Accounts copies of the bank statements for the last 6 months for your application to be considered.

C: CAPABILITY AND COMPETENCE TO DELIVER GOODS OR SERVICE:

2.5 What products/service do you want to be considered
for.....

.....

2.6 How many employees do you have?How many are
Permanent?How many are Temporary?.....

2.7 What is the country of origin for those goods or services?.....

.....

2.8 Are you a
manufacturer/wholesaler/retailer/other (please
specify).....

.....

(a) If you are a manufacturer or a service organization, are your products certified by the Kenya Bureau of Standards or are you affiliated to a recognized accrediting body? Yes.....No.....[Please attach documentary evidence of the current certification].

(b) If you are not a manufacturer, are you an authorized dealer? Yes.....No.....

please attach documentary evidence of the authority from the manufacturer]

- 2.9 Who are your major customers/clients and what is their telephone contact?
- To what extent is your firm e-enabled with both your suppliers and clients and how do you intend to carry out business with **RVTTI**?
 - What is your average response time to a request quotation, Delivery of goods after issuance of LPO?

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

- 1
- 2
- 3
- 4
- 5

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

2.11 If your firm is pre-qualified or awarded the tender, will you abide by the agreed delivery period and supply goods or service within the given specifications by **RVTTI**? YesNo.....?

D: PAST AND CURRENT PERFORMANCE AND EXPERIENCE

2.12 Is this firm or its directors in any way associated with any other firm that is currently conducting business with or have applied to be considered for pre-qualification or any other tender in Rift Valley Technical Training Institute? If yes, please provide the name(s) of those firm(s), their address, their nature of business and indicate the



relationship with the company making this application.

Name of Firm	Address	Nature of Business	Relationship

2.13 Is the firm making this application currently or in previous periods been contracted to supply goods or services to Rift Valley Technical Training Institute? Yes.....No..... If yes, please indicate hereunder the financial year, the goods or services that you supplied and their total value.

Financial Year	Goods or service supplied	Total value

2.14 Have you at any one time been issued with a Purchase Order by the Rift Valley Technical Training Institute and failed to deliver the goods or service without assigning any reason for your action? Yes.....No.....

2.15 Have you at any one time been requested to quote for supply of goods and services and failed to return the quotation without assigning any reason for your action? Yes.....No.....

2.16 If you are a current or previous period supplier of goods or service to Rift Valley Technical Training Institute, have you at any one time been issued with a letter of cancellation of LPO for failure to



supply goods within the agreed time or for supplying inferior goods
not within the specifications? Yes.....
No.....

I



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

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

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

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

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

2.18 The Position in the company of the



person making this application.....

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

OFFICIAL STAMP HERE



Section J. Form of Contract

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [name of client]

[Authorised Representative]

For and on behalf of [name of Tenderer]

[Authorised Representative]