



Tel No: + 254 707444222, +254 786444600 P.O BOX 44600 – 00100, Nairobi Kenya
Email: info@kstvet.ac.ke, Website: www.kstvet.ac.ke

**TENDER FOR SUPPLY AND DELIVERY OF PROCESSED MILK FOR THE
FY 2023/2024**

OPEN TENDER

DATE OF NOTICE: 18TH MAY 2023

CLOSING DATE: 2ND JUNE 2023 AT 12.00 NOON.

Contents

SECTION I. INVITATION FOR TENDER..... 4

SECTION II-GENERAL CONDITIONS OF CONTRACT 5

 1.0 Definition of Terms..... 5

 2.0 Country of Origin 5

 3.0 Standards 5

 4.0 Country of Origin 5

 5.0 Standards 5

 6.0 Use of Contract Documents and Information 5

 7.0 Patent Rights 5

 8.0 Inspection 5

 9.0 Provision of Services 6

 10.0 Prices 6

 11.0 Assignment..... 6

 12.0 Subcontracts 6

 13.0 Termination on Default 6

 14.0 Resolution of Disputes..... 6

 15.0 Language and Law 6

 16.0 Force Majeure 6

 17.0 Modification..... 6

 18.0 Contract period 6

SECTION III. INSTRUCTIONS TO BIDDERS 7

SECTION IV: TECHNICAL SPECIFICATIONS..... 12

SECTION V - PRICE SCHEDULE FOR GOODS..... **Error! Bookmark not defined.**

SECTION VI. STANDARD TENDER FORMS..... 13

 (i) Form of Tender 13

 (ii) Confidential Business Questionnaire: 14

 (iii)General Information:..... 14

 (iv)Eligibility 2

 (v)Capability and Competence To Deliver Goods Or Service: 3

(vi) Past and Current Performance and Experience..... 3
(iii) Declaration..... 4

SECTION I. INVITATION FOR TENDER

TENDER NO: KSTVET/T/5/2023-2024

TENDER NAME: TENDER FOR SUPPLY AND DELIVERY OF PROCESSED MILK FY 2023/2024

Kenya School of Tvet invites sealed bids from eligible Bidders for Supply of processed Milk. A complete set of tender documents may be obtained from KSTVET website: www.KSTVET.ac.ke/tenders FY 2023/2024 and Government tender portal www.tender.go.ke by interested candidates or collected from Procurement office upon payment of a non - refundable fee of **Ksh. 1,000.00** (One thousand shillings only) at KSTVET Revenue office, on presentation of bank deposit slip for money deposited at the following account

Account Name: KTTC ESP A/C

ACCOUNT NO.: 1124474773

BANK NAME: KCB BANK LTD

BRANCH: VILLAGE MARKET

Completed tender documents, enclosed in plain sealed envelopes, marked with '**tender reference number and description**' and addressed to;

**The Chief Executive Officer,
Kenya School of Tvet,
P.O Box 44600-00100 Nairobi.**

Should be deposited in the Tender Box situated at the **KSTVET information desk**, so as to be received on or before **2nd June 2023** at **12: 00 Noon**.

Tenders will be opened immediately thereafter, at KSTVET Professor Gichaga hall, in the presence of Bidders or their representatives.

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

Bidders must provide the following documents in accordance with the Public Procurement Act 2015 and Regulations 2020.

- a) Certificate of registration.
- b) Copy of VAT and PIN certificate from KRA.
- c) A valid tax compliance certificate.
- d) A valid business permit.
- e) Dully filled tender document.
- f) Company profile (Maximum two pages).
- g) Three letters of award/contract and letters of recommendation from current clients
- h) Proof of registration with Kenya Dairy Board
- i) The Tenderer shall chronologically and sequentially serialize all pages of the tenderdocuments submitted in the format 1, 2, 3, 4, 5.....n (where n is the last page number) **including all attachments**. Failure to adhere to this requirement may lead to Disqualification.
- j) Bidders shall comply with all the instructions and rules of the tender as outlined above.

SECTION II-GENERAL CONDITIONS OF CONTRACT

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

These General Conditions shall apply in all Contracts made by KSTVET for the procurement of Services.

1.0 Definition of Terms

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

- (a) "The Contract" means the agreement entered into between KSTVET and the bidder, 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 bidder 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) "KSTVET" means the organization purchasing the services under this Contract.
- (e) "The bidder" means the individual or firm providing the services under this Contract
- (f) "KSTVET" means Kenya School of Tvet.

2.0 Country of Origin

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

3.0 Standards

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

4.0 Country of Origin

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

5.0 Standards

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

6.0 Use of Contract Documents and Information

- a. The bidder shall not disclose the Contract, or any provision thereof, to any person other than a person employed by the bidder in the performance of the Contract without KSTVET's prior written consent.
- b. Any document, other than the Contract itself, shall remain the property of KSTVET and shall be returned to KSTVET on completion of the Bidder's performance under the Contract if so required.

7.0 Patent Rights

The bidder shall indemnify KSTVET against all third-party claims of infringement arising from use of the services or any part thereof.

8.0 Inspection

KSTVET or its representative shall have the right to inspect the services to confirm their conformity to the Contract specifications.

Should any inspected service(s) fail to conform to the Specifications, KSTVET shall reject

the service(s) and may void the contract at its option.

9.0 Provision of Services

Provision of services shall be provided by the bidder in accordance with the terms specified by KSTVET in its Schedule of Requirements.

10.0 Prices

Prices charged by the bidder for Services performed under the Contract shall not vary from the prices by the bidder.

11.0 Assignment

The bidder shall not assign, in whole or in part, its obligations to perform under this Contract.

12.0 Subcontracts

The bidder shall notify the KSTVET 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 bidder from any liability or obligation under the Contract.

13.0 Termination on Default

KSTVET may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, terminate this Contract in whole or in part:

- (a) If the bidder fails to provide services within the period(s) specified in the Contract, or within any extension thereof granted by KSTVET.
- (b) If the bidder fails to perform any other obligation(s) under the Contract.
- (c) If the bidder, in the judgment of KSTVET has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If the bidder is not able to provide the service as specified in the tender

In the event KSTVET 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 bidder shall be liable to KSTVET for any excess costs for such similar services.

14.0 Resolution of Disputes

KSTVET and the bidder shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them from this contract.

If, after thirty (30) days from the commencement of such negotiations both parties have been unable to resolve amicably a contract dispute, either party may seek for arbitration or adjudication.

15.0 Language and Law

The language of the contract shall be English and the Laws of Kenya shall be applicable.

16.0 Force Majeure

The bidder 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.

17.0 Modification

The contract shall not be modified or amended except by instrument in writing duly signed by both parties. The prices shall remain fixed for a period of 12 months and there shall be no variation whatsoever.

18.0 Contract period

This contract shall come in force upon signature thereof, and shall unless extended by both parties terminate at the end of contractual period.

SECTION III. INSTRUCTIONS TO BIDDERS

Introduction

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 and time. The bid security must be in its original form and obtained from a bank or insurance company. Alternatively, Bidders may deposit cash or a Banker's Cheque of an equivalent amount with the **Kenya School of Tvet**.

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

1. Eligible Bidders

1.1 This Invitation for Tenders is open to all Bidders eligible as described above.

1.2 Bidders shall be under a declaration of ineligibility for corrupt and fraudulent practices.

2. Eligible Services

2.1 All service(s) to be supplied under the contract shall have their origin in eligible sources

2.2 The origin of services is distinct from the nationality of the bidder.

3. Cost of Tendering

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

4. The content of the tender Document

- I. The tender document
- II. Invitation to Tenders
- III. General Conditions of Contract
- IV. Instructions to Bidders
- V. Technical Specifications
- VI. Price Schedules
- VII. Tender Form

4.2 The Bidder 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 risk of the bidder and may result in the rejection of the bid.

5. Clarification of Documents

- 5.1 A prospective bidder requiring any clarification of the tender document may notify KSTVET in writing to the entity's address indicated in the Invitation for tenders.
- 5.2 KSTVET will respond in writing to any request for clarification of the tender prior to the deadline for the submission of tenders, prescribed by KSTVET. The Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be published in KSTVET's website.

6. Amendment of Documents

- 6.1 Prior to the deadline for submission of tenders, KSTVET, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder may modify the tender documents by amendment.
- 6.2 The prospective Bidders will be notified of the amendment through a communication placed in KSTVET's website plus the GOK tender portal and will be binding on the Bidders.
- 6.3 In order to allow prospective Bidders reasonable time to take the amendment into account in preparing their tenders, KSTVET, at its discretion, may extend the deadline for the submission of tenders.
- 6.4 The bidder shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the services to be provided, and a brief description of the services.

7. Tender Prices

Prices quoted by the bidder 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 clause 22.

8. Validity of Tenders

- 8.1 Tenders shall remain valid for 90 days or as specified in the tender documents after date of tender opening prescribed by KSTVET, pursuant to clause 18. A tender valid for a shorter period shall be rejected by KSTVET as non-responsive.
- 8.2 In exceptional circumstances, KSTVET may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A bidder granting the request will not be required nor permitted to modify its tender.

9. Format and Signing of Tender

- 9.1 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder 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 un-amended printed literature.

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

10. Submission of Tenders

10.1 Sealing and Marking of Tenders

The bidder shall seal the original tender in an envelope.

i. The envelope shall:

(a) be addressed to KSTVET at the following address:

**The Chief Executive Officer,
Kenya School of Tvet,
P.O BOX 44600 -00100
NAIROBI.**

ii. Bear, the Tender reference number and description, and the words: “DO NOT OPEN BEFORE” **2nd June 2023 at 12:00 Noon.**

iii. If the envelope is not sealed and marked as required by clause 10.1, KSTVET will assume no responsibility for the tender’s misplacement or premature opening.

11. Modification and Withdrawal of Tenders

11.1 The bidder 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 KSTVET prior to the deadline prescribed for submission of tenders.

11.2 The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause 10.1. A withdrawal notice may also be sent by e-mail, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

11.3 No tender should be modified after the deadline for submission of tenders.

11.4 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 bidder on the Tender Form.

Opening and Evaluation of Tenders

12 Opening of Tenders

12.1 KSTVET will open all tenders in the presence of Bidders or their representatives who choose to attend, at Professor Gichaga hall, Kenya School of Tvet.

12.2 Bidders or their representatives present shall sign a register evidencing their attendance.

12.3 BIDDERS names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as

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

12.4 KSTVET will prepare minutes of the tender opening.

13.0 Clarification of Tenders

13.1 To assist in the examination, evaluation and comparison of tenders KSTVET may, at its discretion, ask the bidder 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.

13.2 Any effort by the bidder to influence KSTVET in KSTVET's tender evaluation, tender comparison or contract award decisions shall result in the disqualification of the BIDDERS tender.

14. Preliminary Examination

KSTVET will examine the tender documents to determine their eligibility.

If a tender is not substantially responsive, it will be rejected by KSTVET and may not subsequently be made responsive by the bidder by correction of the nonconformity.

15. Evaluation and Comparison of Tenders

KSTVET will evaluate and compare the tenders, which have been determined to be substantially responsive.

KSTVET's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors:

- (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 services.
- (d) The availability in Kenya the services offered in the tender.
- (e) *Delivery schedule*; KSTVET 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 KSTVET's required delivery time will be treated as non-responsive and rejected.
- (f) *Deviation in payment schedule*; BIDDERS 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.

Award of Contract

16. Post- Qualification

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

16.2 The determination will take into account the bidder financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the BIDDERS qualifications submitted by the bidder, as well as such other information as KSTVET deems necessary and appropriate.

16.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the Bidder's tender, in which event KSTVET will proceed to the next lowest evaluated tender to make a similar determination of that Bidder's capabilities to perform satisfactorily.

17. Award Criteria

KSTVET will award the contract to the successful bidder(s), whose tender has been determined to be substantially responsive and the lowest evaluated tender, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

18. KSTVET's Right to Vary quantities

KSTVET 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.

19. Signing of Contract

19.1 KSTVET shall notify the successful bidder in writing. Together with the notification, KSTVET shall send the bidder's Contract as provided in the tender documents, incorporating all agreements between the parties.

19.2 Within fourteen (14) days of receipt of the Contract Award, the successful bidder shall return to KSTVET a signed and dated contract.

20. Corrupt Fraudulent Practices

20.1 KSTVET requires that BIDDERS observe the highest standard of ethics during the procurement process and execution of contracts as provided for in the Public procurement and disposal act 2015 as read together with the Public procurement and disposal regulations 2020.

KSTVET shall reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for the contract in question.

20.2 The BIDDER shall be required to present information along with his/her offer as follows:

- (i) Shortest delivery period.
- (ii) Information on proper representative and/or for back-up service including their names and addresses.

SECTION IV: TECHNICAL SPECIFICATIONS

1.0 General

- 1.1 These specifications describe the requirements for goods. BIDDERS are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply
- 1.2 BIDDERS must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 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. KSTVET reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 1.4 The BIDDERS are requested to present information along with their offers as follows:
- (i) Shortest possible delivery period as agreed between KSTVET and the bidder.
 - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

SECTION V - PRICE SCHEDULE FOR GOODS

Name of Bidder _____ Tender Number _____

TENDER NO. KSTVET/T/5/2023-2024 PROCESSED MILK

S/N	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
1	Pasteurized Punch milk 1/2litre x 18, fat content 3.5 %	Crates	
2	Pasteurized Milk, 20 Ltr pouch, 3.5% fat content	Crato	
3	Long life milk 1/2litre x 12, fat content 3.5 %	Catons	

- i. All supplied items should indicate the Date of manufacture and expiry date
- ii. Pricing of items should be in Kshs (Kenya Shillings)
- iii. Prices must include all relevant and Statutory Taxes.

Note: In case of discrepancy between unit price and total, the unit price shall prevail

N/B: Kindly note that those who are responsive in the Mandatory and technical evaluations shall be considered for the financial evaluation where the lowest bidder overall will be considered for the award (Applicable only to Open tenders)

SECTION VI. STANDARD TENDER FORMS

(i) Form of Tender

Date.....

Tender No.....

To: Kenya School of Tvet
P. O. Box 44600-00100
Nairobi

1. Having examined the tender documents including Addenda Nos.....*[Insert numbers where necessary]*, 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 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 commit to obtain a guarantee of a bank in a sum equivalent to 2% (two percent) of the Contract Price for the due performance of the Contract, in the form prescribed by Kenya School of Tvet.
- 4.** We agree to abide by the terms of this Tender from the date fixed for tender opening.
- 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_____.

Name _____

[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 **Kenya School of Tvet** to assess your eligibility to participate in the tendering process and your competence in supplying the goods and services in the tender. Kenya School of Tvet shall verify the information provided and Bidders should note that submission of false information will lead to automatic disqualification.

(iii)General Information:

1.1 Business Name:

1.2 Date of Registration

1.3 Indicate the form of Business

(a) Sole Proprietor.....

(b) Partnership.....

(c) Company.....

1.4 What other businesses are you licensed to operate?

.....

1.5 Postal Address

Tel No

Cell Phone.....

Email

1.6 Location of business premises:

Locality.....

Street/Road.....

Building and Floor.....

Plot No

Are the premises Owned/Rented.....?

1.7 Current Trade License No

Expiring date

1.8 Indicate your Chief Executive Officer Bankers

Bank Name

Bank 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.....

(b) – Partnership/Registered company

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

	NAME OF PARTNERS/SHARE HOLDERS	NATIONALITY	CITIZENS HIP	% OWNERSHIP (SHARES)
1				
2				
3				
4				

(iii) Eligibility

2.1 Have you or your partners been the 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.....

(v)Capability and Competence To Deliver Goods Or Service:

- 2.5 Who are your major customers/clients and what is their telephone contact?

SRN	NAME OF ORGANIZATION	VALUE OF BUSINESS	CONTACT PERSON TEL.NO
1			
2			
3			
4			
5			

(vi)Past and Current Performance and Experience

- 2.6 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 Kenya School of Tvet? 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

- 2.7 Is the firm making this application currently or in previous periods been contracted to supply goods or services to Kenya School of Tvet? 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

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(iii) Declaration

I
the applicant or the authorized person to make this application on behalf of [name
company].....do hereby declare that the
information provided is true and correct.The Position in the company of the person making this
application.....

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

OFFICIAL STAMP HERE

