

TENDER NO: KOFC/OT/TECH/001/2020/2021



KENYA ORDNANCE FACTORIES CORPORATION

P.O BOX 6634 – 30100

ELDORET

OPEN TENDER DOCUMENT

FOR

**SUPPLY OF ASSORTED CHEMICALS, REAGENTS AND
DETERGENTS**

FIRM'S DETAILS

NAME.....

P O BOX

TEL NO:

EMAIL ADDRESS.....

SIGNATURE:

STAMP.....

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SECTION I

**- INVITATION TO TENDER
DATE: DECEMBER, 2020**

TENDER REF NO: KOFC/OT/TECH/001/2020/2021

**TENDER NAME: SUPPLY OF ASSORTED CHEMICALS,
REAGENTS AND DETERGENTS**

1.1. The Kenya Ordnance Factories Corporation (KOFC) invites sealed bids from eligible candidates for supply of **Assorted Chemicals, Reagents and Detergents to KOFC Eldoret.**

1.2. Qualified candidates may obtain further information from the office of **Procurement KOFC P.O BOX 6634-30100 Tel:+ 254 775 095 974 and +254 722 209 639 Eldoret along Kitale road during normal working hours from 0800hrs to 1700hrs.**

1.3. Completed tender documents are to be enclosed in plain sealed envelopes **NOT** indicating the tenderer/bidders details but marked with tender reference number and tender name be deposited in the Tender Box at **KOFC main gate** so as to be received on or before **Wednesday 06 January 2021 at 1000hrs (10:00 am).**

1.4. Tenders must be accompanied by a Security in the form and amount specified in the tender document, on or before **Wednesday 06 January 2021 at 1000hrs (10 am).** Tender security issued shall be valid for 90 days from the date of opening of this tender.

1.5. Prices quoted should be **inclusive** of VAT, must be in Kenya Shillings and shall remain valid for **90 days** from the closing date of the tender.

1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **KOFC Conference Room at 10:00 am.**

1.7 Please read through this tender document carefully, fill and return both the Original and Duplicate copies of the tender together with all supporting documents.

1.8 Bidders are advised to regularly visit the KOFC website to obtain any additional information/addendum on the tender. All addenda/additional information on the tender shall be posted on the KOFC website as they become available



S M MANAMBO
Major General
Managing Director

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all qualified 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 V.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall 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.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

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

2.3.2 The price to be charged for the tender document shall not exceed **Kshs.1,000/= (Not applicable to this tender)**.

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

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 Tenderers

- a. Invitation to Tender
- b. Instructions to tenderers
- c. Appendix to Instruction to Tender
- d. General Conditions of Contract
- e. Special Conditions of Contract
- f. Price schedule
- g. Form of Tender
- h. Confidential Business Questionnaire
- i. References

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 Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Documents

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

2.7 Language of Tender

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

2.8 Documents Comprising of Tender

- 2.8.1 The tender prepared by the tenderers shall comprise the following components
- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
 - (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) Documentary evidence established in accordance with paragraph 2.2.1 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 2.14.

2.9 Tender Forms

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

2.10 Tender Prices

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

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurance, delivery and offloading of goods to the premises of the entity.

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

2.10.4 The validity period of the tender shall be **90 days** from the date of opening of the tender.

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 2.1. 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.

2.12.2 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 2.1

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

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

2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 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 characteristic of the goods;
- (b) A list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of one (1) year, 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 service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of **Ksh 500,000**

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) In the case of a successful tenderer, if the tenderer fails:
 - (i) To sign the contract in accordance with paragraph 2.27
 - or
 - (ii) To furnish performance security in accordance with paragraph 2.28

2.15 **Validity of Tenders**

2.15.1 Tenders shall remain valid for **90 days** or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

- 2.16.1 The downloaded tender document shall be prepared by the tenderer in two copies, 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:
- (a) Be addressed to the Procuring entity at the address given in the Invitation to Tender:
 - (b) Bear, tender number and name in the Invitation for Tenders and the words, **“DO NOT OPEN BEFORE,” 06 January 2021 at 1000 hrs (10am)**
- 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 Procuring entity 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 no later than **06 January 2021 at 1000hrs.**
- 2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with

paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 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 Procuring prior to the deadline prescribed for submission of tenders.

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

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

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

2.19.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **1000hrs on 06 January 2021** and in the location specified in the Invitation to Tender.

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

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

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

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

2.22 Preliminary Examination

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

2.22.2 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 forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 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 effect the relative ranking of any tenderer.

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

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

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

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

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

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

2.25 Preference

2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15% of the evaluated price of tender.

2.26 Contacting the Procuring entity

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

2.26.2 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.

2.27 Award of Contract

(a) Post-qualification

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

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

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

(b) Award Criteria

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

(c) Procuring entity's Right to Vary quantities

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

(d) Procuring entity's Right to Accept or Reject Any or All Tenders

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

2.28 Notification of Award

2.28.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted. Simultaneously, the other tenderers shall be notified that their tenders were not successful.

2.28.2 The notification of award will **NOT** constitute the formation of the Contract.

2.29 Signing of Contract

2.29.1 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.

2.29.2 The parties to the contract shall have it signed 14 days from the date of notification of contract award unless there is an administrative review request.

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

2.30 Performance Security

2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- (i) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract.

2.31.2 In which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31.3 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information regarding the particulars of the tender shall complement, supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall **PREVAIL** over those of the instructions to tenderers.

The participating tenderers **MUST** be **MANUFACTURERS** or **DISTRIBUTORS** and shall submit copies of the following **mandatory documents** along with the Original and Copy of tender document properly **bound, paginated and initialed in the correct sequence** on or before the closing date.

i.	Copy of Certificate of Incorporation / Registration
ii.	Copy of Valid Tax Compliance Certificate.
iii.	Copy of Valid Single Business Permit from County government
iv.	Copy of CR 12 form issued by Registrar of Companies
v.	Original Tender Security of Kenya Shillings 500,000 in the form of Banker's Guarantee or Insurance Company Guarantee. Tender Security should be valid for a period of 90 days from date of tender opening.
vi.	Copy of authorization/ appointment letter showing the Tenderer is an appointed agent or distributor.
vii.	Evidence of physical registered office (Attached either lease agreement, title deed, electricity bill, water bill, rental payment receipt)
viii.	Audited financial statements for the last 3 years 2016,2017,2018
ix.	Confidential Questionnaire dully filled, signed and stamped
x.	Form of tender dully filled signed and stamped

NOTE:

FAILURE TO SUBMIT ANY OF THE ABOVE SHALL LEAD TO AUTOMATIC DISQUALIFICATION FROM FURTHER EVALUATION.

4. a. Pursuant to Paragraph 2.8 – Completion of Tender Documents

To qualify as responsive, tenderers will be required to: -

- i. Complete the tender documents in all respects,
- ii. Ensure the tender documents are properly signed, Stamped and initialed on every page by the authorized official of the bidding firm,
- iii. The confidential Business Questionnaire (S33) **MUST** be carefully completed, providing all tenderer details as required.
- iv. Incomplete documents shall be considered not responsive.

b. Tenderers Contacts / Address

Tenderers **MUST** carefully fill out their current contact which should include:

Physical Address

Postal Address

Telephone Number / Mobile Number

Email Address

c. Original Tender Documents

Tenderer **MUST** return the Original and a Copy tender document downloaded from the Corporation's Website.

d. Responsiveness

A tenderer, who fails to comply with conditions above, will be considered not responsive and not considered for further evaluation.

5. Disqualification

Tenderers who are thus established as not responsive shall be disqualified from further evaluation

Canvassing shall lead to total disqualification.

6. Pursuant to Paragraph 2.10 Tender Prices:

a. Price (s) quoted **MUST** be inclusive of 14% VAT and shall remain **valid for** at least **90 days** from the closing date of the tender.

b. Prices **MUST** be quoted in Price schedule at section V in this document.

c. Prices **MUST** also be expressed in Figure/ words

d. Prices **MUST** be inclusive of delivery, taxes, discounts costs and offloading to buyer premises.

e. Tenderers should note that this is a **Term (one year) Contract** and therefore prices quoted **MUST** be maintained throughout the contract period (one year).

7. Pursuant of Paragraph: 2.24 - Evaluation and Comparison of Tenders.

Due diligence shall be conducted to the lowest evaluated firm by an appointed team of officers to confirm and verify the qualifications of the tenderer. The criteria for the Technical evaluation will be as follows: -

The minimum qualifying criteria shall be 70% of the marks in the technical evaluation

The marks shall be distributed as follows:

Item	Parameter	Scores	
1	Provide evidence of having supplied goods of the same nature (Attach Orders or contracts) 10 marks for each referee	30	
2	Provide evidence to handle business of Kshs 5 million and Above (5 marks) Audited Financial statements for the last 3 years (Each year 10 marks) Bank reference letter (5 Marks)	40	
3	The firm to provide evidence on the availability of transport facilities. Provide logbook in the name of tenderers or lease agreement. <ul style="list-style-type: none">• 10 marks for each vehicle	30	

Responsiveness

A tenderer, who fails to comply with above conditions above, will be considered not responsive and not considered for further evaluation.

8. **Financial Evaluation.** (Only those who meet all the criteria). This shall be based on the prices quoted and will attract a further 50 points with lowest quote among the responsive firms earning the maximum 50 points, other quoted prices will earn points based on the following formula:

$$\frac{\text{Lowest Price} \times 50}{\text{Quoted Price}}$$

9. **Pursuant to Paragraph 2.24.3** – A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement

10. **Pursuant to Paragraph 2.28: - Tender Results Notification:**

The Successful and Unsuccessful tenderers **shall** be notified of the tender results immediately after tender award.

11. **Successful Tenderer.** The points earned in the evaluations shall be added up and the tenderer scoring the highest marks and having complied with all stipulated tender conditions will be deemed the successful tenderer.

Tenderers should note that the procuring entity may prior to award **confirm qualification, capacity, experience of the deemed successful tenderers to determine whether the firm is qualified to be awarded the contract** in accordance with Section 83 of the Public Procurement and Asset Disposal Act, 2015

12. **Specialization / Line of Business:** Tenderers shall be expected to participate in tenders within their specific line of specialization/ business.
13. **Past/Previous Performance:** In the case of Candidates who have had occasion to transact business with KOFC, their **performance** during the respective **contract period** shall be brought into **focus**.
14. **References:** Candidates will be required to provide a **list of References** (If any), in the form of **Institutions**, who can vouch for their **performance**. (In the attached annexed. A)
15. **Signing Contract Agreements:** **Successful candidates** (tenderers) **should** take note, from the onset that **Contract Agreements must** be signed with the Corporation's Accounting Officer before any **Orders** and **deliveries** are made. Ensure you get and retain your copy of the signed Contract Agreement.
16. **Rejection of all Tenders:** The procuring entity reserves the right to reject all tenders at any time prior to acceptance and is not bound to give reasons.

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means 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

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

3.3 Country of Origin

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

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

- 3.5.1 The tenderer shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

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

3.7 Performance Security

- 3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.
- 3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.
- 3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 Inspection and Tests

- 3.8.1 The Procuring entity or its representative shall have the right to **inspect and/or to test the goods to confirm their conformity to the Contract specifications**. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.8.3 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 alternations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the 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 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

- 3.9.1 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.
- 3.9.2 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.

3.10 Delivery and Documents

- 3.10.1 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.

3.11 Insurance

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

3.12 Payment

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract/Contract Agreement Document.

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

3.13 Prices

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

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

3.13.3 Where contract price variation is allowed, the variation shall not exceed 15% of the original contract price.

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

3.14. Assignment

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

3.15 Subcontracts

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

3.16 Termination for default

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

- (a) If the tenderer fails to deliver any or all of the goods within the periods specified in the Contract, or within any extension thereof granted by the Procuring entity
 - (b) If the tenderer fails to perform any other obligation(s) under the Contract
 - (c) If the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- 3.16.2 In the event the Procuring entity terminating 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.

3.17 Liquidated Damages

- 3.17.1. 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 items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

- 3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract
- 3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

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

3.20 Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

4.2. Special conditions of contract as relates to the GCC

1. **Pursuant to paragraph 3.7 – Performance Security.** Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in amount specified in letter of notification.

2. **Pursuant to paragraph 3.13 –** Tenderers should note that this is a Term (one year) Contract and therefore prices quoted **MUST** be maintained throughout the contract period (one year).

3. **Pursuant to paragraph 3.16 – Termination for default.** Tenderers should note that failure to deliver within specified period shall institute one warning letter and failure to improve services shall thereafter lead to termination of the contract.

4. **Pursuant to paragraph 3.10-** Tenders should note that goods shall be delivered and off loaded to the premises (delivery points) of the entity by the tenderer.

5. **Pursuant to Paragraph 3.12.2-** Tenders should note that payments shall be made within **90 days** from the date of full delivery of goods and upon submission of all payment documents.

SECTION V - PRICE SCHEDULE

1. Tenderer is invited for **Supply of Laboratory Reagents, Chemicals and Detergents** as and when required basis to KOFC (Eldoret, Gilgil and Thika)
Laboratory Reagents

S/NO	ITEM DESCRIPTION	UNIT OF ACCOUNT	STANDARD PACKAGING	QTY REQUIRED	DELIVERY POINT	UNIT PRICE (KSHS) INC OF VAT	TOTAL PRICE
1	DPD pH buffer tablets no.1 Hach reagent	Ea			Eldoret		
2	DPD pH buffer tablets no.2 Hach reagent	Ea					
3	DPD pH buffer tablets no.3 Hach reagent	Ea					
4	Cuver 1 powder pillows Hach reagent	packet	100/pkt	As and When Required			
5	Zincover 5 pillows Hach reagent	packet	100/pkt				
6	Free chlorine pillows Hach reagent	packet	100/pkt				
7	Pathoscreen field test kit Hach reagent	Kit	set				
8	Total chlorine powder pillows Hach reagent	packet	100/pkt				
9	PH buffer powder pillows 4.01 (calibration)	packet	50/pkt				
10	PH buffer powder pillows 7.01 (calibration)	packet	50/pkt				
11	PH buffer powder pillows 9.2 (calibration)	packet	50/pkt				
12	Argon gas instrument grade 99.9999%	kgs	17kgs cylinder				

S/NO	ITEM DESCRIPTION	UNIT OF ACCOUNT	STANDARD PACKAGING	QTY REQUIRED	DELIVERY POINT	UNIT PRICE (KSHS) INC OF VAT	TOTAL PRICE
13	Acetylene gas instrument grade 99.9999%	kgs	Cylinder	As and When Required	KOFC Eldoret		
14	Ferover iron reagent pillows Hach reagent	packet	100/pkt				
15	Chromever 3 powder pillows Hach reagent	packet	100/pkt				
16	Nitraver 5 powder pillows Hach reagent	packet	100/pkt				
17	Nitriver 3 powder pillows Hach reagent	packet	100/pkt				
18	Spadns reagent solution Hach reagent	mls	100/pkt				
19	Sulphur 4 reagent Hach reagent	packet	100/pkt				
20	Dithiver metal reagent Hach reagent	packet	100/pkt				
21	Citrate buffer for heavy metals Hach reagent	packet	100/pkt				
22	Potassium cyanide Hach reagent	packet	100/pkt				
23	Calcium hardness Hach reagent	packet	100/pkt				
24	Magnesium hardness Hach reagent	packet	100/pkt				
25	Potassium solution 1000ppm	bottle	500 ml bottle				
26	Zinc solution 1000ppm	bottle	500 ml bottle				
27	Iron solution 1000ppm	bottle	500 ml bottle				
28	Lead solution 1000ppm	bottle	500 ml bottle				

S/NO	ITEM DESCRIPTION	UNIT OF ACCOUNT	STANDARD PACKAGING	QTY REQUIRED	DELIVERY POINT	UNIT PRICE (KSHS) INC OF VAT	TOTAL PRICE
29.	Calcium solution 1000ppm	bottle	500 ml bottle	As and When Required	KOFC Eldoret		
30	Potassium solution 1000ppm	bottle	500 ml bottle				
31	Chromium solution 1000ppm	bottle	500 ml bottle				
32	Aflatoxin testing kit	set	25 test kit				

CHEMICAL REQUIREMENTS

S/N	ITEM DESCRIPTION	UNIT OF ACCOUNT	STANDARD PACKAGING	QTY REQUIRED	DELIVERY POINT	UNIT PRICE (KSHS) INC OF VAT	TOTAL PRICE
1.	Sulphuric acid analytical grade	litres	2.5 ltr bottle	As and When Required	KOFC Eldoret		
2.	Sodium hydroxide analytical grade	litres	2.5 ltr bottle				
3.	Nitric acid 65 % analytical grade	litres	litres				
4.	Potassium permanganate analytical grade	packet	100/pkt				
5.	Potassium chloride analytical grade	packet	100/pkt				
6.	Potassium hydroxide analytical grade	packet	100/pkt				
7.	Hydrochloric acid 98%	bottle	2.5 ltrs bottle				
8.	Alkylene Benzene Sulphonic acid 96% (ufacid)	kgs	20kg jerrycan				
9.	Caustic soda crystals 30%	kgs	1 kg pack				
10.	Perfume lemon	ltrs	1 ltr container				
11.	Colour green	kgs	1 kg pack				
12.	Sodium lauryl ether sulfate 70% (Ungerol)	kgs	20 kg jerrycan				
13.	Calcium Oxide	tin	500gms				
14.	Industrial salt	kgs	25kg pack				

S/N	ITEM DESCRIPTION	UNIT OF ACCOUNT	STANDARD PACKAGING	QTY REQUIRED	DELIVERY POINT	UNIT PRICE (KSHS) INC OF VAT	TOTAL PRICE
15.	Sodium carboxymethyl cellulose (CMC) detergent grade	kgs		As and When Required	KOFC Eldoret		
16.	Mercury(I)Nitrate dehydrate	kgs	1kg				
17	B3932 Sealing Compound - Green	Ltr					
18	Corrosion Proof Paint (FQ -504)	Ltr					
19	Diluant V.50	Ltr					
20	B4204 Sealing compound – Black	Ltr					
21	Perchloroethylene	Ltr					
22	Polishing Agent 700 400	Ltr					
23	Soap Flakes (Lubricant ET 22)	Kg					
24	Alkyl Benzene (Ufacid)	Kg					
25	Thinner Standard	Ltr					
26	Houghto - Quench S5	Ltr					
27	Houghto - Quench 3	Ltr					
28	Aluminium Sulphate(16.5% Min)	Kg					
29	Sodium Carbonate 97%	Kg					
30	Calcium Hypochlorite(Hydrate d 70% Granular)	Kg					
31	Caustic Soda (Liquid 30% Solution)	Kg					
32	Ferric Chloride(FeCl ₃ 61%, Fe ²⁺ 0.9%, Insoluble 1.5% Anhydrous)	Kg					

S/N	ITEM DESCRIPTION	UNIT OF ACCOUNT	STANDARD PACKAGING	QTY REQUIRED	DELIVERY POINT	UNIT PRICE (KSHS) INC OF VAT	TOTAL PRICE
33	Sodium Meta-Bisulphate (Tech Grade, Non-food)	Kg		As and When Required	KOFC Eldoret		
34	Sulphuric Acid 98% v/v	Kg					
35	Sodium Hydroxide (Solid) 99%	Kg					
36	Chromic Acid (Chromium 3 Trioxide)	Ltr					
37	Barium Chloride (white)	Kg					
38	Barium Chloride(Black)	Kg					
39	Resin for EDM Wire Cutting Machine	Kg					
40	Picking & Polishing Agent (KTN 424)	Kg					
41	Resin Sand (for sand blasting)	Kg					
42	Thermic 500	Ltr					

THIKA WATER BOTTLING

REAGENTS

S/NO	ITEM DESCRIPTION	UNIT OF ACCOUNT	STANDARD PACKAGING	SPECIFICATIONS(PROD. NO.)	QTY REQUIRED	DELIVERY POINT	UNIT PRICE (KSHS) INC OF VAT	TOTAL PRICE
1	Acid Reagent PP for high range silica test	Pkts	100pcs Per Pkt	2429600	As and When Required	Thika Water Bottling Plant		
2	Citric Acid Reagent PP for high range silica	Pkts	100pcs Per Pkt	2429600				
3	Molybdate reagent PP for high range silica	Pkts	100pcs Per Pkt	2429600				

S/NO	ITEM DESCRIPTION	UNIT OF ACCOUNT	STANDARD PACKAGING	SPECIFICATIONS (PROD. NO.)	QTY REQUIRED	DELIVERY POINT	UNIT PRICE (KSHS) INC OF VAT	TOTAL PRICE
4	Silicon Oil	Bottle	15ml Per Bottle	126936	As and When Required	Thika Water Bottling Plant		
5	PH Buffer Pillows color code 4.01(red)	Pkts	250pcs Per Pkt	2226964				
6	PH Buffer Solution Color Code 4.01(red)	Bottle	500ml Per Bottle	2283449				
7	PH Buffer Pillows Color Code 7.00(yellow)	Pkts	250pcs Per Pkt	2227064				
8	PH Buffer Solution Color Code 7.00(yellow)	Bottle	500ml Per Bottle	2283549				
9	Sodium Chloride Conductivity Standard Solution	Bottle	500ml Per Bottle	1440049				
10	Spands 2 Asenic Free Fluoride Reagent Solution	Bottle	500ml Per Bottle	2947549				
11	Ferover Iron Reagent Powder Pillow	Pkts	100pcs Per Pkt	2105769				
12	Nitrate Reagent	Pkts	100pcs PerPkt	2429800				
13	DPD Free Chlorine Reagent PP	Pkts	100pcs Per Pkt	2105569				
14	Ozone Accuvuc Amplues High Range Reagent	Pkts	25pcs Per Pkt	2518025				
15	Sulfaver 4 Sulfate Reagent Powder Pillows	Pkts	100pcs Per Pkt	2106769				
16	Acidity Reagent Set	Set	Set Of 3 Reagents	2272800				

S/NO	ITEM DESCRIPTION	UNIT OF ACCOUNT	STANDARD PACKAGING	SPECIFICATIONS (PROD. NO.)	QTY REQUIRED	DELIVERY POINT	UNIT PRICE (KSHS) INC OF VAT	TOTAL PRICE		
17	Alkalinity Reagent Set	Set	Set Of 3 Reagents	2271900	As and When Required	Thika Water Bottling Plant				
18	Chloride Reagent Set Silver Nitrate Method	Set	Set Of 2 Reagents	2444100						
19	Cuver 1 Copper Reagent Powder Pillows	Pkts	100pcs Per Pkt	2105869						
20	Total Hardness Reagent Set	Set	Set Of 3 Reagents	2448000						
21	Manganese Reagent Set	Set	Set Of 2 Reagents	2430000						
22	Pathoscreen Kit	Kit	Set Of 2 Reagents	2859100						
23	Presence-Absence Microbial Test Kits (Containing Total Colifoms and E.coli P-A broth)	Pkts	50pcs Per Pkt	2401650						
24	Ozone Reagent High Range	Pkt		2518025						
25	Sulphate Reagent	Pkt		2106769						
26	Free chlorine pillows Hach reagent	Pkt		2105569						
CHEMICAL										
1	Reverse Osmosis Antiscalant	Ltrs	20 Ltrs Jerican	65% chlorine industrial grade 1 99.5% Nacl						
2	Reverse Osmosis Acid Based Cleaner	Ltrs	20 Ltrs Jerican							
3	Reverse Osmosis Alkaline Based Cleaner	Ltrs	20 Ltrs Jerican							

S/NO	ITEM DESCRIPTION	UNIT OF ACCOUNT	STANDARD PACKAGING	SPECIFICATIONS (PROD. NO.)	QTY REQUIRED	DELIVERY POINT	UNIT PRICE (KSHS) INC OF VAT	TOTAL PRICE
4	Reverse Osmosis Disinfectant	Ltrs	20 Ltrs Jerican		As and When Required	Thika Water Bottling Plant		
5	Industrial Salt For Softener	Kgs	50kg Bags					
6	Resins For Softener	Kgs	25kg Bags					
DETERGENT								
1	Omo Detergent	Kgs	1kg Packet					
2	Liquid Detergent	Ltrs	20 Litres Jerican					
3	Industrial Soap	Ltrs	20 Litres Jerican					
4	Handwash Liquid Soap	Ltrs	20 Litres Jerican					
5	Jik	Ltrs	1 Litre Bottle					
6	Dettol	Ltrs	500mls Bottle					

FOOD PROCESSING FACTORY - GILGIL' CHEMICAL

S/NO	ITEM DESCRIPTION	UNIT OF ACCOUNT	STANDARD PACKAGE	QTY REQUIRED	DELIVERY POINT	UNIT PRICE (KSHS) INC OF VAT	TOTAL PRICE
1.	Water Softner Resin	LTR	25 Ltrs Jerrycan	As and When Required	Food Processing Factory- Gilgil		
2.	Oxygen Scavenger	LTR	25 Ltrs Jerrycan				
3.	Ph Buider	Ltr	25 Ltrs Jerrycan				
4.	Scale Inhibitor	Ltr	25 Ltrs Jerrycan				
5.	Sodium Chloride	Kg	50 Kgs Bag				
6.	Jik Colours	Ltr	5Ltrs				
7.	Jik Regular	Ltr	5Ltrs				
8.	Methylated Spirit	Ltr	5Ltrs				

S/NO	ITEM DESCRIPTION	UNIT OF ACCOUNT	STANDARD PACKAGE	QTY REQUIRED	DELIVERY POINT	UNIT PRICE (KSHS) INC OF VAT	TOTAL PRICE
9.	Methanol AR	Ltr	2.5Ltrs	As and When Required	Food Processing Factory-Gilgil		
10.	Absolute Ethanol AR	Ltr	2.5Ltrs				
11.	Hydrogen Peroxide AR	Ltr	1Ltr				
12.	Biomedical Test Kit	Kit	Kit				
13.	Potassium Permanganate AR	Grams	500g				
14.	Anti-Bumping Granules	Grams	500g				
15.	Sodium Hydroxide Pellets Ar	Grams	500g				
16.	Magnesium Sulphate Heptahydrate Ar	Grams	500g				
17.	Edta/Disodium Salt Hihydrate AR	Grams	500g				
18.	Sodium Thiosulphate AR	Grams	500g				
19.	Soluble Starch AR	Grams	500g				
20.	Ammonium Ferrous Sulphate Hexahydrate Ar	Grams	500g				
21.	Potassium Dichromate AR	Grams	500g				
22.	Calcium Chloride Dihydrate AR	Grams	500g				
23.	Ferrous Sulphate Heptahydrate AR	Grams	500g				
24.	Potassium Chromate AR	Grams	500g				
25.	Silica Gel	Grams	500g				
26.	Silver Nitrate AR	Grams	500g				
27.	Solochrom Black T	Grams	25g				
28.	Methyl Orange	Grams	25g				
29.	Selenium Metal Powder AR	Grams	100g				
30.	Boric Acid Crystals AR	Grams	500g				
31.	Sodium Carbonate Anhydrous AR	Grams	500g				
32.	Hydrochloric Acid AR	Ltr	2.5 Ltrs				
33.	Acetonitrile Hplc Grade	Ltr	2.5 Ltrs				
34.	Guaiacol AR	MI	500ml				
35.	Ferroin Solution AR	Ltrs	2.5 Ltrs				
36.	Calcium Sulphate Dihydrate	Grams	500g				
37.	Sulphuric Acid AR N/10	Vials	CVS				
38.	Triethylamine	MI	500MI				
33.	Acetonitrile Hplc Grade	Ltr	2.5 Ltrs				

S/NO	ITEM DESCRIPTION	UNIT OF ACCOUNT	STANDARD PACKAGE	QTY REQUIRED	DELIVERY POINT	UNIT PRICE (KSHS) INC OF VAT	TOTAL PRICE
34	Guaiacol AR	MI	500ml	As and When Required	Food Processing Factory-Gilgil Food Processing Factory-Gilgil		
35	Feroin Solution AR	Ltrs	2.5 Ltrs				
36	Calcium Sulphate Dihydrate	Grams	500g				
37	Sulphuric Acid AR N/10	Vials	CVS				
38	Triethylamine	MI	500MI				
39	Diethyl Ether	MI	500MI				
40	Sulphuric Acid AR	Ltr	2.5 Ltrs				
41	Hydrochloric Acid N/10	Vials	CVS				
42	Ammonium Acetate AR	Ltr	2.5 Ltrs				
43	Magnesium Sulphate Heptahydrate	Grams	500g				
44	Ammonium Solution	Ltr	2.5 Ltrs				
45	Bromocresol Purple	MI	125 MI				
46	Sodium Chloride	Grams	500g				
47	Ferric Chloride Anhydrous	Grams	500g				
48	Cupric Sulphate Pentahydrate	Grams	500g				
49	Potassium Sulphate	Grams	500g				
50	Calcium Hydroxide	Grams	500g				
51	Potassium Dihydrogen Ortho-Phosphate	Grams	500g				
52	Acetone HPLC	Ltrs	2.5 Ltrs				
53	Hexane	Ltrs	2.5 Ltrs				
54	Nitrification Inhibitor	MI	50ml				
55	Potassium Hydroxide Solution 45%	MI	50ml				
56	HI-Clear Calium Hypochlorite Or Mixture 70%Calium Hypochlorite	Kg	45 Kgs Bucket				
57	Hand Sanitizer 70% Alcohol	Ltr	5 Ltrs Jerrycan				
58	Catering Sanitizer Quaternary Ammonium Compounds (QACs)	Ltr	20 Ltrs Jerrycan				
59	Sodium Hypochlorite 70%	Ltr	20 Ltrs Jerrycan				

LABORATORY MEDIA							
S/NO	ITEM DESCRIPTION	UNIT OF ACCOUNT	STANDARD PACKAGE	QTY REQUIRED	DELIVERY POINT	UNIT PRICE (KSHS) INC OF VAT	TOTAL PRICE
60	Potato Dextrose Agar	Grams	500g	As and When Required	Food Processing Factory- Gilgil		
61	Fluid Selenite Cystine A&B	Grams	500g				
62	Rappaport Vasiliadis Medium	Grams	500g				
63	Blood Agar Base (Infusionagar)	Grams	500g				
64	Baird Parker Agar	Grams	500g				
65	Violet Red Bile Agar	Grams	500g				
66	Violet Red Bile Glucose Agar	Grams	500g				
67	Plate Count Agar	Grams	500g				
68	Lauryl Tryptose Broth	Grams	500g				
69	Xylulose Lysine Deoxychocolate Agar	Grams	500g				
70	Salmonella Shigella Agar	Grams	500g				
71	Czapek Dox Agar	Grams	500g				
72	Eosin Methylene Blue (Emb) Agar, Levine	Grams	500g				
73	Sabouraud Dextrose Agar	Grams	500g				
74	Macconkey Agar	Grams	500g				
75	Soyabean Casein Digest Agar	Grams	500g				
76	Hicrome™ Chromogenic Coliform Agar	Grams	100g				
77	Nutrient Broth	Grams	500g				
78	Nutrient Agar	Grams	500g				
79	Buffered Peptone Water	Grams	500g				
80	Egg York Telullite	MI	100 MI				
81	Tartaric Acid	Grams	500g				
82	Mannitol Salt Agar	Grams	500g				
83	Penicillin Streptomycin	MI	100ml				
84	Grams Iodine	MI	500ml				
85	Tryptone Bile Glucuronic Agar	Grams	500g				
86	Sulphate No.1 Tablets	Tablets	100tablets				
87	Sulphate No.2 Tablets	Tablets	100tablets				

REAGENT

S/NO.	ITEM DESCRIPTION	UNIT OF ACCOUNT	STANDARD PACKAGE	QTY	DELIVERY POINT	UNIT COST (KSH)	TOTAL PRICE
1	Alkalinity P1	Tablets	100tablets	As and When Required	Food Processing Factory- Gilgil		
2	Alkalinity P2	Tablets	100tablets				
3	Sulphate No.1 Tablets	Tablets	100tablets				
4	Sulphate No.2 Tablets	Tablets	100tablets				
5	Alkalinity M Tablets	Tablets	100tablets				
6	Hardness Lr Tablets	Tablets	100tablets				
7	Hardness Yes/No Tablets	Tablets	100tablets				
8	Chloride Tablets	Tablets	100tablets				
9	Total Chlorinehr Reagent C	MI	15ml				
10	Free Chlorine Reagent	Satchet					
11	Fluoride Low Range Reagent	MI	100ml				
12	Free And Total Chlorine Reagent High Range Reagent B	MI	500ml				

DETERGENT

S/NO	ITEM DESCRIPTION	UNIT OF ACCOUNT	STANDARD PACKAGE	QTY	DELIVERY POINT	UNIT COST (KSH)	TOTAL PRICE
1	Defoamed Powdered Caustic	Kg	25 Kgs Bucket	As and When Required	Food Processing Factory- Gilgil		
2	Industrial Detergent Powder	Kg	10 Kgs Bag				
3	Acid Resistant Surface Descaler	Ltr	20 Ltrs Jerrycan				
4	General Multi-Purpose Detergent	Ltr	20 Ltrs Jerrycan				
5	Chlorinated Detergent Powder	Kg	25 Kgs Bag				
6	General Purpose Hand Washing Soap	Ltr	20 Ltrs Jerrycan				
7	Acidic Based Foam Cleaner	Ltr	20 Ltrs Jerrycan				

Declaration:

“I/We certify that I/we have not made and will not make any payments to any Person which can be perceived as inducements to enable me/us win this tender”

Tenderers NameDate.
(Authorized Officer)

Company Stamp/SealSignature.....

SECTION VI

STANDARD FORMS

1. **FORM OF TENDER** Date

Tender No. KOFC/OT/TECH/001/2020/2021

**TO: MANAGING DIRECTOR
KENYA ORDNANCE FACTORIES CORPORATION
P O BOX 6634 - 30100
ELDORET**

Gentlemen and/or Ladies:

1. Having examined the tender documents No. **KOFC/OT/TECH/001/2020/2021** the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Supply Assorted Chemicals, Reagents and Detergents** 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 for **one year** in accordance with the delivery schedule specified in the Local Purchase Order.

3. If our Tender is accepted, we will obtain the Performance 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 **KOFC**.

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

5. This Tender, together with your written acceptance thereof and your notification of award, shall **NOT** constitute a Contract, between us

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

7. **KOFC** shall make payments after a Local Purchase Order has been issued to the supplier and deliveries made and accepted.

Dated this _____ day of _____ 20 _____

_____ [signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No. Fax E mail

Nature of Business

Registration Certificate No.

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

Name of your bankers Branch

Part 2 (a) – Sole Proprietor

Your name in full Age

Nationality Country of origin

- Citizenship details
-

Part 2 (b) Partnership

Given details of partners as follows:

Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.

Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company-

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.
5.

Date Signature of Candidate

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

REFERENCE LIST

Tenderers to list here below names of references in form of Institution (Public or private)

S/N	Name and Location of Institution	Tel Contact	Contract Person
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			