

TENDER DOCUMENT FOR SUPPLY OF GENERAL ITEMS

- Name of Tender: CARITAS HOMABAY invites sealed quotations from the supplier for Various supplies as outlined in the TENDER NOTICE document under single bid system.
- 2. Scope of Work: Supply of various goods and services as required by the organisation.
- **3. Period of Rate Contract:** The rate contract shall be for a period of one year from the date of award of contract and it may be extendable for a further period as deemed fit on similar terms and condition/ rate on mutual consent subject to satisfactory performance of the firm.
- 4. Tender Fees /Document Cost (Non Refundable):- Kshs 2,000/(Two Thousand shillings only) in form of Cash or bank deposits to to be made to Account Name :CARITAS HOMABAY Bank Name: COOPERATIVE BANK Branch :HOMABAY Account No. 01128590303500 All payments have to be made along with Bid Document as prescribed in above manner .
- 5. Eligibility Criteria for Tenderer:
- A. The bidder shall be free from encumbrance and there shall not be any vigilance case/ CBI Case/Court Case pending against him, even the firm/bidder should not have been blacklisted by the Govt./PSUs or any other government Agency or Private institution.

(Undertaking in this regard shall be enclosed).

- B. The bidder shall have valid registration or trade license to carry/supply the item in question.(Shops and Establishment Registration or Sale Tax act (VAT) registration or Registered under certain enactment or any other certificate issue by government or Government Agency)
- C. The Vendor must have Account in any of the Nationalized Banks. Account shall be in the name of the Firm/Company and i n case of Individual Ownership

7. General Term and Condition:-

- a) While submitting the tender for this work, the tenderer will be deemed to have read, understood and accepted all the items and conditions stated in the tender document and shall be complied with by the tendering firm.
- b) vendor shall comply with all the statutory requirements/ norms issued by the Govt. from time to time
- c) If the successful Bidder fails to fulfil his obligations under this Tender i.e., non-adherence to terms and conditions contained in this Tender, CARITAS HOMABAY after due notice to the Supplier/Agency, may blacklist the Supplier/Agency. In such e vents, the Contract will stand d terminated
- d) The Management of CARITAS HOMABAY also reserves the right to terminate the contract before the contract period expiry with one month notice. For any dispute regarding quality / service and rates the decision of the Management of CARITAS HOMABAY shall be final and binding to the Contractor.
- e) In the event of any disputes arising out of the execution of Rate Contracts/Supply Orders, the matter will be referred to the CARITAS HOMABAY Management Team.
- f) All disputes relating to this tender can be legally resolved through Courts.
- g) The Management of CARITAS HOMABAY, reserves the right to reject/Cancel all or any tender without assigning any reason thereof.
- h) The tendering firms will have to give an undertaking to the effect that they have not been blacklisted or their business dealings with the Government departments have not been banned. This undertaking may be furnished in the format given in this Tender Document.
- J) Tender must reach this office not later than the time and date notified in the tender notice In the event of tender received after scheduled date and time, the tenderer will not be allowed i n bidding and it will be rejected summarily.
 - k) Each page of the Tender and all its annexes shall be signed by authorized representative of Tenderer in token of acceptance of the terms and conditions laid under the Tender Document. No page should be removed /detached from the tender document.
 - 1) All entries in the Tender form shall be legible and filled clearly. Any overwriting or cutting which is unavoidable shall be signed by the authorized signatory.
 - m) Tender incomplete in any form will be rejected out rightly.
 - n) Conditional Tenders will be rejected out rightly.

- The documents enclosed received without the signature of authorized person will not be entertained and will be rejected summarily.
- p) Tenders not received in the prescribed format shall be ignored and no correspondence in this regard will be entertained.
- q) Canvassing in any form by the tenderer or his representative with any of the officials of CARITAS HOMABAY shall render the tender liable to be rejected.
- r) This tender or contract and both are non-transferable.
- s) Rates of all items to be quoted in the indicated Unit Price Only.
- t) As the tenderers are requested to quote their prices on F.O.R. destination basis, (Free delivery to the consignee's premises). No kind of -Tax or duty or other levies /transport charge,/ insurance or any charges reimbursed,/ paid, /Bourne by CARITAS HOMABAY and No kind of exemption certificate will be issued.
- u) The rates quoted by the selected firm and approved by this office shall remain valid throughout the period of contract and requests to increase the rates for any item(s) during the currency of the contract shall not be considered.

8. Special Term and condition related with contract:-

- a. The Management of CARITAS HOMABAY reserves the right to withdraw/relax any of the terms and conditions mentioned in tender document.
- b. Supplied items should be of KEBS Quality/Norms wherever applicable
- c. It will be the responsibility of the supplier to ensure that items supplied are of the good and standard quality and free from all defects. The acceptance of items will be given only when the items are found up to the sample accepted in applicable cases, requisite quality and free from all defects.
- d. The Management of CARITAS HOMABAY reserves the right to conclu de parallel Rate Contracts with a number of suppliers and place Orders on any of such firm that may be the most economical to it or suitable to its requirements.
- e. All the Supplies will be delivered at CARITAS HOMABAY HQ or at any other place as instructed by the authorised representative of CARITAS HOMABAY on all days of supply
- f. No transportation charges (cartage), Labour charges in any form whatsoever, will be paid extra.
- g. All items should be supplied within fourteen (14)days from the date of order unless directed otherwise.

- h. The goods supplied must be in proper packing and should have complete information in all respect i.e. Price, Batch No, Mfg date and Expiry Date etc. with statutory details.
- i. The matters in this tender document are the part of the contract document, related with the execution of the contract.
- j. If the contractor fails in fulfilling the terms and conditions mentioned here in different parts of this tender document, such failure will constitute a breach of the contract and the Medical Superintendent shall be entitled to make other arrangements at the risk and expense of the contractor. Also non-performance/unsatisfactory performance or violation of terms and condition of the contract will make the contractor liable for forfeiture of security deposit. The decision of the Medical Superintendent shall be final and binding on this count.
- k. Supplied items should be supported with delivery note.
- 1. All the terms and conditions and other instructions mentioned in the tender document are the part of contract agreement. For which all contractors are abide by to comply them.

9. Bid Prices:

- i. The tenderer are requested to submit their rate in itemized tender notice document.
- ii. The rates of items shall also include all vat, excise duty, surcharge, State tax and local taxes etc., if any and are also inclusive of packing and delivery charges, if applicable if any, should be quoted in Kenya Shillings(KES) in words as well as figures.
- iii. The price quoted should be valid for one year
- iv. Tenderers are requested to quote their prices on a firm & fixed basis only for the entire period of the Rate Contract. Tenders of the firms received with prices quoted on variable basis shall be rejected straight away.

10. Penalty Clauses for non-satisfactory service:-

Whenever the empanelled vendors are requested to supply any item as per the stipulated scheduled time mentioned in this tender for any item, the vendor shall honour and comply the supply order within stipulated time period. In case of non – compliance of any order, a penalty of Kshs500 for each default shall be imposed on the firm. The penal amount shall be recovered either from the pending bills or from the security deposit.

- 11. Submission of tender: All tenderer are instructed to submit the bid envelope as following manner,
 - a) Envelope containing Tender document filled with all due information in prescribed manner with all applicable self-attested documents/sample of item
 - **b**) The above envelop is required to be sealed and super scribed "Tender for Supply of in CARITAS HOMABAY.

c) Envelop as per (b) above maybe dropped either in the box earmarked for the purpose or be sent by Registered post. Documents received late by post shall not be accepted at all due to postal Delay. Document received after the scheduled date and time shall be rejected outrightly.

12. Deadline for submission of bids

- a) The above envelop shall be sealed and addressed to **THE PROCUREMENT COMMITTEE**, **CARITAS HOMABAY** and sent to CARITAS HOMABAY on or before 19TH **MARCH,2024. by 05:.00 p.m**.
- b) No bids will be received / accepted after the expiry of the prescribed date and time for submission of the bids.
- c) The Management of CARITAS HOMABAY may, at their discretion extend the deadline f.or submission of bids.

13. Bid Opening and Evaluation

- a) The Technical Bids will be opened **12th March,2024 at 10am** at CARITAS HOMABAY-Headquarters in the presence of such tenderers or their authorized representatives who .may choose to be present at the time of opening of technical bid.
- b) The envelope no. 2 i.e., "Tender Document" of only those bidder shall be opened who has fulfilled the terms & condition as stated above at (a). The Tender Document will be evaluated by Tender Evaluation Committee and shortlist the eligible technically qualified bidder as per terms & conditions of tender document and their quoted rates will be considered for evaluation.
- 14. Selection of Eligible Tenderer: -The selection of successful bidder shall be made on the rate offered by the bidder keeping in the view of terms & conditions and specification laid under tender document.
- **15. Rights of Acceptance/Rejection: -**The Management of CARITAS HOMABAY reserves the right to reject all or any tender in whole, or in part, without assigning any reason thereof.
- 16. Acceptance of Bid :- The successful bidder shall give its acceptance within 14 days from award of work order and required to enter into an agreement with Management of CARITAS HOMABAY.

17. PAYMENT TERMS:

- a. The Supplier has to submit the Bill on the completion of the month along with copies of orders and delivery notes for completely accepted items
- b. Advance payment will not be made under any circumstances.
- c. The payment shall be made through RTGS/ Cheques only.

- d. Successful tenderer will have to supply the items within the stipulated time from the date or time of issue of supply order on the rate quoted by them and approved by the competent authority of this organisation
- e. If the contractor fails in fulfilling the terms and conditions mentioned here in different parts of this tender document, such failure will constitute a breach of the contract and the Management shall be entitled to make other arrangements at the risk and expense of the contractor.

| | TENDER AT LICATION/DECLARATION FORM | | | | | |
|---|-------------------------------------|--|---|--|--|--|
| 1 | | Name of the firm | | | | |
| 2 | А | Full Postal Address | | | | |
| | В | Cell Phone No. | | | | |
| | С | Telephone No. | | | | |
| | D | Fax No. | | | | |
| | Е | E-Mail Address | | | | |
| 3 | | Ownership Details: | | | | |
| | А | Name of Director/Prop/Partner(s) | | | | |
| | В | Residential Address of Director/Prop/Partner(s) | | | | |
| | C | Cell Phone No. | | | | |
| 4 | | If your Firm Registered under: | | | | |
| | А | Vat (Commercial tax Registration No) | | | | |
| | В | Trade License Authority and Registration No. | | | | |
| | С | PIN No. | | | | |
| 5 | | Bank Details: | Name of A/c holder: Bank Name: Branch : Account No.: | | | |

TENDER APPLICATION/DECLARATION FORM

I proprietor/partner/director of M/s

...... hereby declare that the information given in this form is true and correct to the best of my knowledge and belief.

UNDERTAKING

- 1. I the undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them.
- The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest quoted for any other institution • It is also certified that item quoted are of Standard Quality and workmanship.
- 3. I hereby undertake to supply the item(s) as per directions given in the tender document/supply

order within stipulated period.

- 4. There is no vigilance/CBI case or court case pending against the firm.
- 5. This is to declare & certify that neither myself nor my firm has ever been blacklisted by any Govt./Semi Govt./Public/Private Intuition.
- 6. I/We hereby certify that the firm poses all the required license/certification to perform the work.

Date :..... Signature of Tenderer:....

Designation:....

ITEMS TO SUP PLY

| Sr. No. | Name of Items | Rates for Quantity | Rates inclusive of all taxes (KShs) |
|------------|---|-----------------------|---|
| 1. | Motorcycle parts and Repairs | | |
| 2. | Photocopying &binding services | | |
| 3. | Refreshments(Bread ,Soda ,Milk) | | |
| 4. | Catering Services | | |
| 5. | Wrist Watches and Wall clocks (both with alarms) | | |
| б. | Pill boxes | | |
| 7. | Scholastic Materials(Exercise books, Mathematical sets, Four figure tables) | | |
| 8. | Sanitary Towels | | |
| 9. | Computers, printers and photocopiers and Computer Accessories | | |
| 10. | Office Stationery | | |
| 11. | Photocopier repairs and maintenance | | |
| 12. | Motor vehicle spares, services and Repairs | | |
| 13. | Sweet potato vines, Banana suckers, Cassava cuttings,seedlings | | |
| 14. | Motorcycle Riding gear | | |
| 15. | Branding Services | | |
| 16. | School uniforms | | |

I Designation here by offer the above rates for supply of above items for CARITAS HOMABAY as per the contract Conditions..

:

FullName:.....Signature

.....

Company's Stamp:

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CHECK LIST OF THE DOCUMENTS TO BE SUBMITTED WITH THE TENDER

(Confirm the enclosure of all the below listed applicable documents without which tenderer may not be eligible to participate in the tender.)

| S. No. | Items | Confirm (Yes/Not Applicable) |
|-----------|--|------------------------------------|
| 1 | Tender Document fee | |
| 2 | Original Tender form with complete Tender Application/Declaration Form in the tender notice document with all pages serially numbered, signed on each page | |
| 3 | Copy of Business Registration certificate ,Certificate of Incorporation / CR12 | |
| 4 | Statement of Bank Account Details | |
| 5. | Copy / sample of Company's ETR Receipt | |
| 6. | Tax Compliance certificate (current) | |

Full Name:.....Signature :

Date:....

Company's Stamp:

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