



**THE CO-OPERATIVE UNIVERSITY OF KENYA**

**FRAMEWORK AGREEMENT TENDER DOCUMENT**

**FOR**

**SUPPLY AND DELIVERY OF PERISHABLES-(BREAD, MILK,  
EGGS, FRESH JUICE, PURE DRINKING WATER & MEAT  
PRODUCTS)**

**TENDER NO: CUK/04/FWAC/2023 – 2024**

**ISSUED ON: 1<sup>st</sup> November, 2023**

**CLOSING DATE: 15<sup>th</sup> November, 2023 AT 12:00 PM.**

***NB: RESERVED FOR PRE-QUALIFIED SUPPLIERS FOR THE PERIOD 2022-2024***

***: TARGET GROUP-Preference***



CUC is ISO 9001: 2015 Certified

TO:  
M/S .....

FROM:  
THE CO-OPERATIVE UNIVERSITY OF KENYA,  
P.O BOX 24814 – 00502,  
NAIROBI

## **STANDARD TENDER DOCUMENT FOR PROCUREMENT OF GOODS**

**INVITATION TO TENDER**, Tenders will be awarded on basis of Framework Agreement.

### **INSTRUCTIONS TO TENDERERS**

- (a) “Framework Agreement”.
- (b) “The evaluation and award of contracts will be based on **Lot Basis**
- (c) **Evaluation and Qualification Criteria**

#### **a. PRELIMINARY EVALUATION - MANDATORY REQUIREMENTS (MR)**

- Under this section, the mandatory requirements as stated in the Tender Document shall be assessed.
- It will also entail cross- checking whether the responding bidders had complied with all the mandatory requirements as stated in the Procuring Entity Tender Bid Document
- Tenders submitted without the mentioned mandatory documents shall be rejected and shall not eligible to proceed to the Technical Evaluation stage.
- Interested firms are required to provide the following documents:

No.	MANDATORY REQUIREMENTS	Responsive or Not Responsive
MR1	Copy of Certificate of Incorporation/Registration.	
MR2	Copy of current Single Business License	
MR3	A valid Copy of CR12 Certificate confirming Directorship and Shareholding OR <b>ID Card for Sole Proprietorship</b>	
MR4	Valid copy Certificate of KRA Tax Compliance.	
MR5	Valid copy of Certificate of registration with National Treasury (AGPO) WHERE AP	
MR6	Tender Security of <b>KES 50,000.00</b> in the form of a Bank Guarantee from a Bank OR Insurance Guarantee from authorized Insurance Companies and valid for <b>120</b>	

	<b>days</b> from the date of tender opening. OR Tender securing Declaration form for Special groups	
MR7	Must submit copies of <b>valid Food Handlers Medical Certificates</b> for at least two (2) workers not more than 6 months old.	
MR8	Duly filled, signed/stamped Form of Tender	
MR9	Duly filled, signed / stamped the Schedule of Prices in the format provided	
MR10	Written confirmation on terms of payment of 90 days credit period on the firm's letterhead.	
MR11	Confidential Business questionnaire (CBQ) Duly filled, stamped and signed.	

- At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

#### b. Technical Requirements.

This section (Vendor's Responsiveness) will be marked out of 70marks

No.	Evaluation Attribute	Evidence	Max. Score
Tr1	<b>Proof of Experience in Supply and Delivery Meat &amp; Meat Products.</b> Copies of LPOs, award letters, contracts or Recommendation letters from your current or previous major reputable clients/firms with work of equivalent nature and volume for in the last 5 years. a) 1 client – 5 marks b) 2 clients – 10 marks c) 3 clients - 15 Marks d) 4 clients – 20 marks e) 5 clients – 25 marks	Recommendation Letters should have the following details:- • Signed, • Stamped, • physical location, • Postal address, • phone numbers, • Clients contacts name, • Duration of contract	25marks
TR 2	<b>Company profile and location</b> i. Provide a detailed company profile including the list of directors and key management staff together with their qualifications and experience and physical address must be submitted (5 Mks) ii. Qualification of key personnel. Attach CVs of at least two (2) key personnel to be involved in the assignment (5 Mks)	i. Company profile ii. Relevant certificates, testimonials and CVs MUST be attached.	10marks
TR	<b>Capacity to transport goods</b>	i. Owned transport	10 marks

No.	Evaluation Attribute	Evidence	Max. Score
3	Firms to indicate mode of transport and proof of ownership	(evidenced by logbook) – 10 Mks ii. Hired transport (lease agreement) – 5Mks iii. Not Indicated - 0	
TR 4	<b>Physical Facilities of firm (butchery)</b> • Provide details of physical address and contacts – <b>attach evidence</b>	Details of physical address and contacts with copy of either <b>title, lease document</b> or latest utility bill	10marks
TR 5	Audited accounts ( duly signed & stamped) for the Financial year, 2020, 2021 & 2022 with evidence of profitability	Each Year 5marks	15 marks
<b>TOTAL POINTS</b>			<b>70marks</b>
<b>Pass Mark 60Marks</b>			

**Only bidders who score 70 marks and above will be subjected to financial evaluation. Those who score below 70 marks will be eliminated at this stage from the entire evaluation process and will not be considered further**

### **c. Financial Score (Evaluation)**

Tenderers shall state their tender bid prices as detailed on a schedule outlined in bid **Price Schedule**.

Tenders shall be ranked according to their evaluated price and the successful tender shall be the tender with the lowest evaluated price per item from the bidders who qualify at the Technical stage (**70 marks and above**).

It is worthy to note that the comparison shall be of the price including all costs as well as duties and taxes payable in the supply and delivery of the tendered items.

### **Multiple Contracts**

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

- a) Evaluate individual lots to determine the substantially responsive Tenders and corresponding evaluated costs;
- b) For each lot, rank the substantially responsive Tenders starting from the lowest evaluated cost for the lot;
- c) Apply to the evaluated costs listed in (b) above, any applicable discounts/price reductions offered by a tenderer (s) for the award of each Lot based on the discounts and the methodology for their application offered by the respective Tenderer; and

- d) Determine contract award based on the lots that offer the tender offers each of which has the lowest evaluated cost to the Procuring Entity



**Section V: Schedules of Requirement,**Table of Price Schedule, Lot No.”.

LOT No.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	REMARKS
1	Capons	KGS	1		
2	Fish fillets	KGS	1		
3	Whole fish	KGS	1		
4	Lamb chops	KGS	1		
5	Matumbo	KGS	1		
6	Minced meat	KGS	1		
7	Beef fillet	KGS	1		
8	Beacon 1Kgs	KGS	1		
9	Sausages farmers choice	KGS	1		
10	Smokies farmers choice	KGS	1		
11	Ham 1Kgs	KGS	1		
12	Mutton	KGS	1		
13	Beef steak	KGS	1		
14	Eggs	TRAYS	1		
15	Ox-tongue	KGS	1		
16	Ox-heart	KGS	1		
17	Pork chops	KGS	1		
18	Beef topside	KGS	1		
19	Beef prime grade 1	KGS	1		
20	Liver	KGS	1		
21	Beef standard grade	KGS	1		
22	Ossobuco	KGS	1		
23	Sandwich ham	PKTS	1		
24	Cheese 1kg Pkts	PKTS	1		
25	Bread 1.5kgs	PCS	1		
26	Bread 800gms	PCS	1		
27	Bread 600 gms	PCS	1		
28	Mango juice 500 MI Pkt	PKTS	1		
29	Passion juice 500 ML PKT	PKTS	1		
30	Pineapple juice 500 MI Pkt	PKTS	1		
31	Orange juice 500 MI Pkt	PKTS	1		
32	Milk fresh crate 1*18	CRATE	1		
33	Mineral water 500ML Bottle	Bottle	1		

(e) **FORM OF TENDER**

(a) The total price of our Tender, excluding any discounts offered in section (V) above as per listed Lots (list each lot with its price)

*[Insert the prices of the Tender in figures, indicating the various amounts for lots]* -----

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3. **CONDITIONS OF CONTRACT**

**4.1.2 Framework Agreement**

4.1.2.1 The Parties shall enter into a Framework Agreement within 14 days after the Contractor receives the Letter of Acceptance, unless the Particular Conditions establish otherwise. The Framework Agreement shall be based upon FORM No. 3 – FRAMEWORK AGREEMENT annexed to the Particular Conditions. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Framework Agreement shall be borne by the Procuring Entity.

4.1.2.2 The Framework Agreement establishes the terms and conditions that will govern the contract awarded during the term of the Framework Agreement. The Framework Agreement establishes for the procurement works by package as and when required, over the specified period of time. The Framework Agreement does not commit a Procuring Entity to procure, nor a Firm to supply. The Framework Agreement allows the Procuring Entity to call the Contractor to commence the works on a particular package in a specified location within the duration of the agreement.

4.1.2.3 This Framework Agreement does not guarantee the contractor of being called for a contract to start and no commitment is made with regard to possible number of packages to carry out.

4.1.2.4 This Framework Agreement does exclude the Procuring Entity from the right to procure the same Works from other firms.

4.1.2.5 This Framework Agreement does not stop the Procuring Entity from removing the contractor from the same Agreement.

4.1.2.6 FAs shall be established for a maximum period of three (3) years. The Procuring Entity may with the Consent of the Contractor extend this Agreement if the agreement period is less than three (3) years, if the initial engagement has been satisfactory.

4.1.2.7 Call-off Contracts; for work on a package to start, the Procuring Entity shall issue a notice of acceptance of a particular package requesting the contractor to furnish a Performance Security and to start the works thereafter, and providing the contractor with details of location where the works, are to be carried out. The call-off statement shall specify the objectives, tasks, deliverables, timeframes and price or price mechanism.

The price for individual call-off contracts shall be based on the prices detailed in the Framework Agreement.

- 4.1.2.8 Specify the objectives, tasks, deliverables, timeframes and price or price mechanism.  
The price for individual call-off contracts shall be based on the prices detailed in the Framework Agreement.



## CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

### **Part 1 – General**

Business Name .....  
 Location ..... of ..... Business ..... premises  
 .....  
 Plot No. .... Street/Road  
 .....  
 Postal Address ..... Tel. No.  
 .....  
 Nature of Business  
 .....  
 Current Trade License No. .... Expiring date  
 .....  
 Maximum value of business which you handle at any one time K£.....  
 Name of your Bankers ..... Branch  
 .....  
 Are you an agent of the Kenya National Trading Corporation? YES/NO.

### **Part 2(a) – Sole Proprietor**

Your name in full ..... Age  
 .....  
 Nationality ..... Country of  
 origin.....  
 Citizenship details  
 .....

### **Part 2(b) - Partnership**

S/NO.	NAME	NATIONALITY	CITIZENSHIP	DETAILS	SHARES
1)	.....	.....	.....	.....	.....
2)	.....	.....	.....	.....	.....
3)	.....	.....	.....	.....	.....
4)	.....	.....	.....	.....	.....
5)	.....	.....	.....	.....	.....

### **Part 2(c) - Registered Company**

Private or Public  
 State the nominal and issued capital of the company  
 Nominal ..... K£  
 .....  
 Issued ..... K£  
 .....



### Details of all directors

NO.	NAME	NATIONALITY	CITIZENSHIP	DETAILS	SHARES
1					
2					
3					
4					
5					
6					

Date ..... Signature and Stamp of Tenderer .....

If Kenyan Citizen, indicate under Citizenship Details whether by Birth, Naturalization or registration.

### FORM OF TENDER-SECURING DECLARATION

*[The Bidder shall complete this Form in accordance with the instructions indicated]*

Date:.....*[insert date (as day, month and year) of Tender Submission]*

Tender No.:..... *[Insert number of tendering process]*

To:.....*[insert*

*complete name of Purchaser]* I/We, the

undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of .....*[insert number of months or years]* starting on .....*[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we – (a) have withdrawn our tender during the period of tender validity



specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.

3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:

- a) our receipt of a copy of your notification of the name of the successful Tenderer; or
- b) thirty days after the expiration of our Tender.

4. I/We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....  
.....

Capacity / title (director or partner or sole proprietor, etc.) .....

Name:  
.....  
.

Duly authorized to sign the bid for and on behalf of:

.....[insert complete name of Tenderer]. Dated on

..... day of..... [Insert date of signing].

Seal or stamp.

