



REQUEST FOR PROPOSAL

FOR

PROVISION OF FUEL AND LUBRICANTS

KARATINA UNIVERSITY

P.O. BOX 1957, 10101 – KARATINA, KENYA

Telephone: 0729721200: Email: procurement@karu.ac.ke

KarU/RFP/011/2024-2030

CLOSING DATE: Tuesday, 21st/01/2025 AT 12:00 NOON

REQUEST FOR PROPOSAL (RFP)

To:
.....

From: **KARATINA UNIVERSITY,**
P.O. BOX 1957, 10101 – KARATINA,

PROPOSAL for:

Provision of fuel and lubricants.

PROPOSAL No: KarU/RFP/011/2024-2030

- (i) **KARATINA UNIVERSITY** invites you to submit PROPOSALS for **Provision of fuel and lubricants.**
- (ii) The PROPOSAL shall follow the instructions and documents in this RFQ document and shall be in English Language. Tenderers may obtain further information during office hours from **8.00AM- 5.00 PM** at the address given below.
1. PROPOSALS shall be submitted in accordance with the instruction in Part1: PROPOSAL Procedure signed, sealed envelope clearly indicating name and address of tenderer, the PROPOSAL name and title and must reach **KARATINA UNIVERSITY** at the address indicated below not later than Tuesday **21st January, 2025 at 12.00Noon.** PROPOSALS can be delivered by registered mail, courier or hand delivery at the tenderer's option. Late PROPOSALS shall be rejected.
 2. Enquiries regarding this PROPOSAL may be addressed to:
Procurement Officer,
KARATINA UNIVERSITY,
P.o Box Private- 1957-10101, Karatina.
Contact: 0729721200
Email: procurement@karu.ac.ke
 3. Any resulting contract shall be subject to the terms and conditions detailed in Part3: Contract.
 4. Please inform by email or express mail the undersigned within **2 DAYS** of receipt of this RFQ if you will not be submitting a PROPOSAL.

Address for Submission of PROPOSALS.

The Vice Chancellor
KARATINA UNIVERSITY
P.O Box 1957-10101,
Karatina.

Physical Address:

KARATINA UNIVERSITY, Main Campus, in Karatina – Kagochi. PROPOSAL can be deposited in the PROPOSAL Box at Karatina, University Main Campus, Kagochi –Administration Block

Senior Procurement Officer
Karatina University

PART 1: INSTRUCTIONS TO TENDERERS

1. **Tenderers are advised to read carefully** these instructions and the Conditions of Contracting Part3: Contract, before preparing the PROPOSAL. The standard forms in this RFQ may be photocopied for completion but the Tenderer is responsible for their accurate reproduction. The term Tenderer shall mean the firm orders on invited to submit a PROPOSAL. The term PROPOSAL herein shall mean the PROPOSAL submitted as usually understood in public procurement.
2. **Validity of PROPOSALS:** The PROPOSAL will be held valid for **120 days** from the date of submission.
3. **The PROPOSAL shall consist of** completed Tables A, B and C and the Form of PROPOSAL all indicated in Part 2 of this Request for PROPOSALS, and documents to evidence Eligibility and Conformity to Technical Specifications.
4. **Sealing and Marking of PROPOSALS:** PROPOSALS in one “one original “should be sealed in a single envelope, clearly marked with the **PROPOSAL Reference Number** in the RFQ, the Tenderer's name and the name of **KARATINA UNIVERSITY**. Envelopes should be sealed in such a manner that opening and resealing cannot be achieved undetected.
5. **Submission of PROPOSALS:** PROPOSALS, and any alternatives if allowed as per Item 11 below, should be submitted to the address below, on or before the date and time indicated in sub-item 4 below. Late PROPOSALS will be rejected.

Address for Submission of PROPOSALS.

**The Vice Chancellor
KARATINA UNIVERSITY
P.O Box 1957-10101,
Karatina
ATTN: PROCUREMENT OFFICER**

Physical Address:

KARATINA UNIVERSITY, Main Campus Karatina- Kagochi. PROPOSAL can be deposited in the PROPOSAL Box at Karatina University Main Campus, Kagochi –Administration Block

Date of Submission (deadline): 21st January, 2025

Time of Submission (deadline): 12.00Noon

6. **Opening of PROPOSALS:** PROPOSALS will be opened immediately after the closing date and time specified in item 5(4) above, by at least three appointed officials of **KARATINA UNIVERSITY**.
7. **Tenderer Eligibility: Tenderer must submit Documentary evidence to show His/her eligibility to be awarded a contract to cover each of the following: (Be Registered with Karatina University)**
8. **Invitation not transferable:** This invitation is not transferable to other firms or individuals not so invited.
9. **Goods Eligibility:** Tenderer must submit as evidence documents to show the country of origin of any goods to be supplied or incorporated in the work or services
10. **Technical Specifications:** Documentary evidence to show
11. that the goods meet the technical specifications.
12. **Alternative PROPOSALS:** Tenderers **not permitted** to submit alternative PROPOSALS for goods. Only the alternatives, if any, of the Tenderer with the winning PROPOSAL conforming to the basic technical requirements shall be considered by **KARATINA UNIVERSITY**.
13. **Currency:** PROPOSALS shall be priced in Kenya Shillings. PROPOSALS in other currencies will be rejected if not allowed.

KARATINA UNIVERSITY shall *not allow* PROPOSALS in foreign currency.

14. **Evaluation of PROPOSALS:** The evaluation of PROPOSALS will be conducted using the procedure set out below:
- i) **Preliminary examination** to determine Tenderer eligibility:
 - **Complete and submit Form of PROPOSAL**
 - **Complete and submit form for disclosure of interest**
 - **Complete and submit certificate of independent PROPOSAL determination**
 - **Complete and submit self-declaration form**
 - **Attach copy of company registration certificate**
 - **Attach copy of KRA PIN**
 - **Attach copy of valid tax compliance certificate**
 - ii) **Technical examination** to determine goods eligibility, compliance with technical specifications and commercial responsiveness. PROPOSALS failing this stage will be rejected and not considered in next stage.
 - iii) Financial comparison of PROPOSALS to determine the lowest evaluated PROPOSAL. In case foreign currency is allowed, for comparison purposes only, foreign currency PROPOSALS will be converted to Kenya shillings using the exchange rates published by the Central Bank of Kenya on the day of submission of PROPOSALS.
15. **Lowest Evaluated PROPOSAL:** The lowest evaluated PROPOSAL shall be recommended for award of contract.
16. **Award of contract:** Award of contract shall be by placement of a Letter of Acceptance or Local Purchase Order in accordance with Part 3: Contract. The currency of award and payment shall be currency in which the PROPOSAL was submitted. Unsuccessful tenderers who responded will be notified of the accepted PROPOSAL, indicating the name and the amount of the accepted PROPOSAL.
17. **Right to Reject:** KARATINA UNIVERSITY reserves the right to accept or reject any PROPOSAL or to cancel the PROPOSAL process and reject all PROPOSALS at any time prior to contract award.

PROPOSAL AND QUALIFICATION DOCUMENTS

Instructions to Tenderer. Tenderer must complete and submit as part of the Form of PROPOSAL.

- (i) SCHEDULE OF REQUIREMENT TABLE
- (ii) FORM FOR DISCLOSURE OF INTEREST
- (iii) CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION
- (iv) SELF-DECLARATION FORM
- (v) FOREIGN TENDERER 40% RULE (where provided)

FORM OF PROPOSAL [To be completed by Tenderer]

PROPOSAL Addressed to (Procuring Entity)	KARATINA UNIVERSITY
Date of PROPOSAL	13 th /1/2025
PROPOSAL Reference Number:	KarU/RFP/011/2024-2030
Subject of PROPOSAL	Provision of fuel and lubricants

1. We have examined and have no reservations to the Request for PROPOSAL document, and understand its full content and intent.
2. In compliance with your request for PROPOSALS date **13/1/2025**, referenced above, we offer to (*specify one of supply goods, complete the works or provide the services*) to cover and conform to our pricing listed in the attached in Table B. PROPOSAL Submission TABLE at a total price of Kenya Shillings **(at pump price controlled by the ERC)** (In words)

OR in Foreign Currency (*if allowed*), Currency **KSH** amount **N/A** (in words)
3. We confirm that we are eligible to participate in public procurement and meet the eligibility criteria specified in Part1: INSTRUCTIONS TO TENDERERS.
4. We also confirm that the **SERVICE** (*goods to be supplied/works to be constructed/services to be provided (select one)*) conform to the **SCHEDULE OF REQUIREMENTSTABLE** below and in conformity with technical specifications listed in

PART2: SCHEDULE OF REQUIREMENTS of this RFQ Document.
5. We undertake to adhere by the Code of Ethical Conduct for Suppliers, Contractors and Service Providers, copy available from **PPRA** (*specify website*) during the procurement process and the execution of any resulting contract.
6. We confirm that the prices quoted are fixed and firm for the duration of the validity period and performance of the contract and will not be subject to revision or variation.
7. The validity period of our PROPOSAL is: **120** days from the time and date of the submission deadline (*number to be same as in the instructions to Tenderers*).
8. We confirm we are not submitting any other PROPOSAL as an individual or firm, and we are not participating in any other PROPOSAL as a Joint Venture member or as a sub-contractor.

9. We, along with any of our subcontractors, suppliers, Engineer, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
10. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
11. We hereby certify and confirm that the PROPOSAL is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent PROPOSAL Determination” attached below.
12. We, the Tenderer, have completed fully and signed the **FORM FOR DISCLOSURE OF INTEREST-** interest of the firm in KARATINA UNIVERSITY, attached below.

The Delivery/Completion period offered is: IMMEDIATELY days from date of acceptance of PROPOSAL. The warranty period offered is N/A weeks.

PROPOSAL Authorized by:

Name and designation _____ Signature:

SCHEDULE OF REQUIREMENTS TABLE

TERMS OF REFERENCE INCLUDES

The proposal should clearly indicate:

- Number of the Petrol Stations in Kenya
- Detailed mode of payment including usage of fuel cards
- Cost of each fuel card and its terms & conditions
- Terms and conditions of the service provider
- Discount offered
- Indicate the Deposit required
- Other unique service offered

N.B

1. The fuel shall be drawn from 1st to 30th of every month and payment processed by 15th of the following month upon invoicing.
2. After evaluation, the lowest evaluated bidder will be required to sign a **five (5) years contract** for this service
3. The bidders are requested to attach the following three **mandatory requirements**
 - Registration certificate/Incorporation certificate
 - Valid Tax Compliance certificate
 - KRA P.I.N Certificate

Signature: _____ And

seal/Stamp Name: _____

Position:

Authorized for and on behalf of (*specify name of tenderer*)

Date.....

i) **FORM FOR DISCLOSURE OF INTEREST**-Interest of the Firm in KARATINA UNIVERSITY.

i) Are there any person/persons in **KARATINA UNIVERSITY** who has/have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	Names of Person	Designation in KARATINA UNIVERSITY	Interest or Relationship with Tenderer
1			
2			
3			

ii) **Conflict of interest disclosure**

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	PROPOSAL has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the PROPOSAL of another tenderer, or influence the decisions of KARATINA UNIVERSITY regarding this PROPOSAL process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the PROPOSAL.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this PROPOSAL Document.		
7	Tenderer has a close business or family relationship with a professional staff of KARATINA UNIVERSITY who are directly or indirectly involved in the preparation of the PROPOSAL document or specifications of the Contract, and/or the PROPOSAL evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of KARATINA UNIVERSITY who would		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	be involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to KARATINA UNIVERSITY throughout the PROPOSAL process and execution of the Contract?		

iii) Certification

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name _____

Title or Designation

(Signature)

)

(Date)

iv) CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying Letter of PROPOSAL to the _____ [Name of Procuring Entity] for: _____ of [Name and number of PROPOSALS] in response to the request for tenders made by: _____ [Name Tenderer] do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ [Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tenderer will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the PROPOSAL on behalf of the Tenderer;
4. For the purposes of this Certificate and the PROPOSAL, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) Has been requested to submit a PROPOSAL in response to this request for PROPOSALS;
 - b) Could potentially submit a PROPOSAL in response to this request for PROPOSALS based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - a) The Tenderer has arrived at the PROPOSAL independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for PROPOSALS, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs(5)(a) or(5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a PROPOSAL; or
 - d) the submission of a PROPOSAL which does not meet the specifications of the request for PROPOSALS; except as specifically disclosed pursuant to paragraph(5)(b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph(5)(b) above;
8. the terms of the PROPOSAL have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official PROPOSAL opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph(5)(b) above.

Name _____

Title _____

Date _____

[Name, title and signature of authorized agent of Tenderer and Date]

v) SELF-DECLARATIONFORM

We, the Tenderer _____ (*insert name*) submitting our PROPOSAL in respect of PROPOSAL No _____ for _____ (*insert PROPOSAL Title Description*) for _____ (*insert Name of Procuring Entity*)

DECLARE AS FOLLOWS:

That, We the Tenderer including any entity or individual that directly or indirectly controls, is controlled by or is under common control with us, and any subcontractors, suppliers, project managers, consultants, manufacturers, service providers, agents, individuals, or any other party involved or to be involved for any part of the processes of procurement and contract execution related to the above PROPOSAL:

- a) have not engaged/will not engage in any corrupt or fraudulent practices in the processes of procurement and contract execution related to the above PROPOSAL as defined and/or described in the following:
 - i) the RFQ for the above PROPOSAL;
 - ii) Kenya's Public Procurement and Asset Disposal Act, 2015) and its attendant Regulations;
 - iii) Kenya's Anti-Corruption and Economic Crimes Act, 2013; and
 - iv) Any such other Acts or Regulations of Government of Kenya;
- b) Have not offered/will not offer any inducement to any member of the board, management, staff and/or employees and/or agents of.....
- c) Have not engaged/ will not engage in any collusive or corrosive practice with other tenderers participating in the subject PROPOSAL;
- d) have not been sanctioned or debarred by any entity from participation in public procurement proceedings of Kenya.

That, what is deposed to herein above is true to the best of our knowledge, information and belief.

Name of the Tenderer: [*Insert complete name of tenderer signing the PROPOSAL*]

Name of the person duly authorized to sign the PROPOSAL on behalf of the Tenderer: [*Insert complete name of person duly authorized to sign the PROPOSAL*]

Title of the person signing the PROPOSAL: [*Insert complete title of the person signing the PROPOSAL*]

Signature of the person named above: [*Insert signature of person whose name and capacity are shown above*]

PART 3: CONTRACT

CONTRACT AGREEMENT (Do not fill this part when presenting your proposal)

(1) THIS CONTRACT AGREEMENT is made _____ (specify date).

Between _____

[Insert complete name of Procuring Entity], and having its principal place of Business at

[Insert address of Procuring Entity] and _____

[Insert name of Supplier, or contractor or service provider], and having its principal place of business at

[Insert address of Supplier, contractor or service provider].

(2) WHEREAS KARATINA UNIVERSITY invited PROPOSALS for the Supply of Goods/works/services (select one) described in Table B, i.e.

_____ [insert brief description of Goods, works and Services] and has accepted a PROPOSAL by the Tenderer in the sum of _____ [insert Contract Price in words and figures] (hereinafter called “the Contract Price”).

(3) NOW THIS AGREEMENT WITNESSED AS FOLLOWS:

1. This Contract Agreement includes the following documents:

- (a) Table A. SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS
- (b) Table B. PROPOSAL SUBMISSION TABLE
- (c) FORM OF PROPOSAL
- (d) Conditions of Contract

2. In consideration of the payments to be made by KARATINA UNIVERSITY to the Supplier/contractor/service provider as hereinafter mentioned, the Supplier/contractor/service provider hereby covenants with KARATINA UNIVERSITY to provide the Goods/works/services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

3. KARATINA UNIVERSITY hereby covenants to pay the Supplier/Contractor/service provider (select one) in consideration of the provision of the Goods/works/services (select one) and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

(4) In WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya.

For and on behalf of KARATINA UNIVERSITY

Signed: [insert signature]
in the capacity of [insert title or other appropriate designation]

in the presence of [insert identification of official witness]

For and on behalf of the Supplier/Contractor/Service Provider (select one)

Signed: [insert signature of authorized representative(s) of the Supplier]

in the capacity of *[insert title or other appropriate designation]* in the presence of *[insert identification of official witness]*

CONDITIONS OF CONTRACT

1. Language

The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier/Contractor/Service Provider (*select one*) Provider and KARATINA UNIVERSITY, shall be written in the English Language.

2. Eligibility

The goods shall have the nationality of an eligible country. All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries.

3. Notices

Any notice given by one party to the other pursuant to the Contract shall be in writing.

4. Governing Law

The Contract shall be governed by and interpreted in accordance with the Laws of Kenya, unless otherwise specified hereunder.

5. Settlement of Disputes

KARATINA UNIVERSITY and the Supplier/Contractor/Service (*select one*) shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If the parties have failed to resolve their dispute or difference by such mutual consultation, either KARATINA UNIVERSITY or the Supplier/Contractor/Service (*select one*) may give notice to the other party of its intention to commence arbitration. The dispute shall be referred to adjudication or arbitration in accordance with the laws of Kenya.

6. Supplier/Contractor/Service Provider Responsibilities

The Supplier/Contractor/Service Provider (*select one*) shall supply all the Goods included in the Schedule of Requirements.

7. Contract Price

Prices charged by the Supplier/Contractor/Service Provider (*select one*) under the Contract shall not vary from the prices quoted by the Supplier/Contractor/Service Provider (*select one*) in its PROPOSAL.

8. Terms of Payment

The Contract Price shall be paid One hundred (100) percent of the Contract Price as follows (*select one*):

- (i) For Goods, price of goods received upon submission of a claim/invoice supported by the acceptance certificate issued by KARATINA UNIVERSITY.
- (ii) For Works, upon valuation by the Contractor of the portion of the works completed, such valuation to be accepted by KARATINA UNIVERSITY, payments up to final completion certificate.
- (iii) For Services, upon valuation by the Service Provider of the services completed, such valuation to be accepted by KARATINA UNIVERSITY, payments up to final completion certificate

9. Inspections and Tests

The Supplier/Contractor/Service Provider (*select one*) shall at its own expense and at no cost to KARATINA UNIVERSITY carry out all such tests and/or inspections of the Goods, works or Services to confirm their conformity to technical specifications.

10. Warranty

The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the contract.



Approved for dispatch SPO Sign... Date...13/01/2025.....

PROPOSAL OPENED BY:

Name	Designation	Sign	Date
1.....			
2.....			
3.....			
4.....			