

REPUBLIC OF KENYA



**COUNTY GOVERNMENT OF KERICHO**

**TENDER DOCUMENT**

**FOR**

**SUPPLY AND DELIVERY OF GENERAL OFFICE  
STATIONERY AND SMALL OFFICE EQUIPMENT**

**UNDER FRAMEWORK AGREEMENT**

**COUNTY SPECIFIC – YOUTH,  
(Open to AGPO YOUTH Certified Firms Located and  
Operating Within the County)**

**TENDER NUMBER: CGK/FIN/T/001/2019/2020**

**County Government of Kericho  
P. o. Box 112 - 20200  
KERICHO, KENYA**

**Telephone: 052-2021100(1)**

**Email: [info@kericho.go.ke](mailto:info@kericho.go.ke)**

**Website: [www.kericho.go.ke](http://www.kericho.go.ke)**

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## SECTION I – INVITATION TO TENDER

TENDER REF No. CGK/FIN/T/001/2019/2020

**TENDER NAME:** SUPPLY AND DELIVERY OF GENERAL OFFICE STATIONERY AND SMALL OFFICE EQUIPMENT

- 1.1 County Government of Kericho invites sealed tenders from eligible *candidates for supply and delivery of General office stationery and small office equipment.*
- 1.2 Interested eligible candidates may obtain further information from the Department of Finance and Economic Planning, Kericho County and inspect the tender documents at county website [www.kericho.go.ke](http://www.kericho.go.ke).
- 1.3 A complete tender document may be obtained by interested candidates free of charge from the county website: [www.kericho.go.ke](http://www.kericho.go.ke).
- 1.4 The tender is only open to those who meet the requirements for eligibility.
- 1.5 Bidders must **serialize pages** of each bid document submitted.
- 1.2 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings.
- 1.3 The tenders shall remain valid for **120 days** from the closing date of the tender.
- 1.5 Bidders must duly fill and sign the **declaration form** (declaration that he has not and will not be involved in corrupt or fraudulent practices).
- 1.7 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the **Tender Box A at County Headquarters offices situated along Kericho - Nakuru Highway, opposite Sinendet towers** or be addressed to:  
The Chief Officer, Finance,  
County Government of  
Kericho, P.O. Box 112,  
Kericho.  
so as to be received on or before **16<sup>th</sup> August 2019 at 10.00am.**
- 1.8 Tenders will be opened immediately thereafter in the presence of the candidates' representatives who choose to attend at the *County Conference Hall at County Headquarters offices.*

**Chief Officer, Finance.**

## SECTION II – INSTRUCTIONS TO TENDERERS

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## **SECTION II**

### **INSTRUCTIONS TO TENDERERS**

#### **2.1 Eligible tenderers**

- 2.1.1. This Invitation to tender is open to all tenderers who meet the requirements for eligibility. Successful tenderers shall supply the goods and/or provide the and services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 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 unless where specially allowed under section 131 of the Act.
- 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 services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

#### **2.2 Cost of tendering**

- 2.2.1 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.
- 2.2.2 The price to be charged for the hard copy tender document obtained from the procuring entity shall not exceed Kshs.1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

#### **2.3 Contents of tender documents**

- 2.2.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders

- i) Instructions to tenderers ii)  
General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements v)  
Details of service vi) Form of

- tender vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

2.3.2. 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.

### **2.3 Clarification of Documents**

2.3.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no 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 who have received the tender documents"

2.3.2. 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

### **2.4 Amendment of documents**

2.4.1. 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 issuing an addendum.

2.4.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment in writing and such amendment will be binding on them.

2.5.3. 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.

### **2.5 Language of tender**

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. 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.

## **2.7 Documents Comprising the Tender**

The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

I Tender security furnished is in accordance with Clause 2.12 (d) Confidential business questionnaire

## **2.8 Form of Tender**

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

## **2.9 Tender Prices**

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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

2.9.5 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.

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

## 2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

## 2.11 Tenderers Eligibility and Qualifications.

2.11.1 Pursuant to Clause 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.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## 2.12 Tender Security

2.12.2 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 2.12.7

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

- a) A bank guarantee.
- b) Cash.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's 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.

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 The tender security may be forfeited:

If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or

(a) In the case of a successful tenderer, *if* the tenderer fails:

- (i) to sign the contract in accordance with paragraph 30 **or**
- (ii) to furnish performance security in accordance with paragraph 31.



I If the tenderer rejects, correction of an error in the tender.

### **2.13 Validity of Tenders**

2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after 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 nonresponsive.

2.13.2 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 2.12 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.

### **2.14 Format and Signing of Tender**

2.14.1 The tenderer shall prepare a technical and financial proposal.

2.14.2 The tenderer shall prepare the tender document clearly marking as appropriate.

2.14.3 The tender (Technical & Financial Proposal) 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. All pages of the tender, except for an amended printed literature, shall be **initialed** by the person or persons signing the tender.

2.14.4 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 initiated by the person or persons signing the tender.

### **Submission of Tenders**

#### **2.15 Sealing and Marking of Tenders**

2.15.1 The Tender document shall be placed in a clearly sealed envelope marked the **Tender Reference number** and **tender name** and be addressed as follows:

**Chief Officer, Finance,  
County Government of Kericho  
P.O. Box 112-20200  
KERICHO**

#### **2.16 Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than *specified date and time*.

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights

and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

## 2.17 **Modification and withdrawal of tenders**

2.17.1 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 tender's is received by the procuring entity prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4 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 2.12.7.

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

2.17.6 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.

## 2.18 **Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at the time and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 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.

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of tenders**

- 2.19.1 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 shall be sought, offered, or permitted.
- 2.19.2 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.

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 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 may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, 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.
- 2.20.5 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 nonconformity.

## **2.21 Conversion to a single currency**

- 2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

**2.22 Evaluation and comparison of tenders.**

2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

**2.22 Evaluation and comparison of tenders.**

2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) operational plan proposed in the tender;

(b) deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.23 the following evaluation methods will be applied:

**(a) *Operational Plan.***

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as nonresponsive and rejected.

***Deviation in payment schedule.***

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.6 To qualify for contract awards, the tenderer shall have the following:-

- a. Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

- b. Legal capacity to enter into a contract for procurement
- c. Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- d. Shall not be debarred from participating in public procurement.

## **2.23. Contacting the procuring entity**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 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.

## **2.24 Award of Contract**

### **a) Post qualification**

2.24.1 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.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

2.24.3 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**

2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer 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.

2.24.4 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. If the

procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.24.5 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 **Notification of award**

2.25.1 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.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## 2.26 **Signing of Contract**

2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return **it** to the Procuring entity.

2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## 2.27 **Performance Security**

2.27.1 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.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 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 or call for new tenders.

## 2.28 **Corrupt or Fraudulent Practices**

- 2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.28.2 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;
- 2.28.3 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 THE TENDERERS**

### **2.22 Evaluation and comparison of tenders.**

The procuring entity will use the following evaluation Criteria on the Technical Proposal tender document

#### **A. Preliminary evaluation**

The bidder **must** provide **copies** of the following documents. These documents will be used for preliminary evaluation.

- 1. Copy of Registration/incorporation certificate to show that the applicant is a registered company and legally authorized to do business in Kenya.**
- 2. Valid AGPO YOUTH Certificate**
- 3. Valid Tax Compliance Certificate**
- 4. Valid Single Business Permit**
- 5. Dully filled Schedule of Prices**
- 6. Dully filled form of tender**
- 7. Dully serialized/ paginated tender document**
- 8. CR 12 with copies of IDs of all directors**
- 9. Duly filled declaration form not to engage in corrupt or fraudulent practices.**
- 10. Dully filled Confidential Business Questionnaire**

*Note: The tenderers who do not meet any of the above criterion shall be declared non responsive and thus disqualified from financial analysis.*

#### **B. Financial Evaluation**

Analysis of bid prices for purposes of standardization



## Appendix to instructions to tenderers

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions 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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenders
2.10	Particulars of other currencies allowed.
2.11	Particulars of eligibility and qualifications documents of evidence required
2.12	Particulars of tender security if applicable.
2.24	Particulars of post – qualification if applicable
2.30	Particulars of performance security if applicable
Other's as necessary	Complete as necessary

## **SECTION III GENERAL CONDITIONS OF CONTRACT**

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## **SECTION III GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

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 services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

### **3.2 Application**

These General Conditions shall apply to the extent that they are not superceded by provisions of other part of contract.

### **3.3 Standards**

3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

### **3.5 Patent Right’s**

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 services under the contract or any part thereof .

### **3.6 Performance Security**

Within fourteen (14 no) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

3.6.2 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.

3.6.3 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) Cash.

- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

3.6.4 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 of obligations under the contract, including any warranty obligations under the contract.

### **3.7 Inspections and Tests**

3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services 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.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). 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.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.8 Payment**

3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

### **3.9 Prices**

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case

may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

**3.10 Assignment**

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.

**3.10 Termination for Default**

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 provide any or all of the services within the period(s) 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.

In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

**3.12 Termination of insolvency**

The procuring entity may at the any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

**3.13 Termination for convenience**

3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

**3.14 Resolution of disputes**

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

**3.15 Governing Language**

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

**3.16 Force Majeure**

The contractor shall not be liable *for* forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

**3.17 Applicable Law.**

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

**3.18 Notices**

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

A notice shall be effective when delivered or on the notices effective date, whichever is later.

## **SECTION IV            SPECIAL CONDITIONS OF CONTRACT**

### **Notes on Special Conditions of Contract**

The clauses in this section are intended to assist the procuring entity in providing contract specific information in relation to corresponding clauses in the general conditions of contract.

The provisions of section IV complement the general conditions of contract included in section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

- a) Information that complement provisions of section III must be incorporated
- b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific service required must also be incorporated

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.

## SECTION IV SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.6	Specify performance security if applicable
3.8	Specify method and conditions of performance
3.9	Specify price adjustments allowed
23.14	Specify resolution of disputes
3.17	Specify applicable law
3.18	Indicate addresses of both parties
Other's as necessary	Complete as necessary



## **SECTION V - TECHNICAL SPECIFICATIONS**

### **5.1 General**

- 5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers are requested to present information along with their offers as follows:
- (i) Shortest possible delivery period of each product
  - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

## SECTION VI - SCHEDULE OF REQUIREMENTS

	<b>Item Description</b>	<b>Unit of Issue</b>
1.	Assorted coloured clear files plastic	Dozen
2.	Biro pens (sharp pointed)	Packet
3.	Box file (Standard)	No
4.	Box files (double clips)	No
5.	Brother DR261CL Assorted Colours (set of four)	Set
6.	Carbon papers Pelikan 205 or equivalent	packet
7.	Cartridge ribbon Epson FX 80 80* 85 86e	No
8.	Casio calculator	No
9.	CE 260A,261A,262A,263A Assorted Colours (set of four)	Set
10.	Cellotape Big size 1''	Dozen
11.	Cellotape Big size 0.5''	Dozen
12.	Cellotape Big size 3/4''	
13.	Conqueror paper Cream/ blue	Reams
14.	Counter Books 2 Quires	No
15.	Counter Books 3 Quires	No
16.	Counter Books 4 Quires	No
17.	Delivery book	piece
18.	Duplicating paper A4 Kasuku	Reams
19.	Envelope A3	Box of Pack of 1000
20.	Envelope A4	Box of Pack of 1000
21.	Envelope A5	Box of Pack of 1000
22.	Envelope A6	Box of Pack of 1000
23.	Executive pen	piece
24.	Felt Pen	No
25.	File Covers Manilla	No
26.	File Covers Plastic	No
27.	File Folders Suspension	No
28.	File folders with fasteners manila	piece
29.	File folders with fasteners plastic	piece
30.	Flip Charts	No
31.	Glue paste/ stick 20g	Dozen
32.	Haco numberings 30cm	No
33.	Heavy Duty Stapler	No

34.	Highlighters	No
35.	HP Laserjet 90A	No
36.	HP Toner 53A	No
37.	HP Toner office jet pro 7510	No
38.	HP Toner for laser jet pro 8620	No
39.	HP Toner for laset jet pro MFP M125nw	No
40.	HP Toner 53A	No
41.	HP Toner 78A	No
42.	HP Toner 83A	No
43.	kyocera TK-1120	No
44.	Kyocera Tk4105	No
45.	Ledger Books 1 Quire	No
46.	Manila papers 51x76cm 160gms	No
47.	Masking Tape 1"	Dozen
48.	Masking Tape 3/4"	Dozen
49.	Masking Tape 0.5"	Dozen
50.	Numbering ink 60ml	Bottle
51.	Office glue 40g	Dozen
52.	Office pins	Box of 5000 pack
53.	Office Trays	No
54.	Ordinary pencil HB	Dozen
55.	Paper Clips 33mm-50g	Box
56.	Paper Clips, Bulldog Small 2 ½	Box
57.	Paper Clips, Bulldog Small 2"	Box
58.	Paper Clips, Bulldog Small 3"	Box
59.	Assorted coloured paper clips	Box
60.	Paper Punch Heavy DP 800	No
61.	Paper Punch Small	No
62.	Paper white ruled foolscap (297*210mm)	No
63.	Paste Glue 142cc	No
64.	Pencil Sharpener 0120	No
65.	Photocopying papers	Reams
66.	RICOH TN 7500F	No
67.	Riso ink z type RZ	Tube
68.	Riso master z type 37A3	Roll
69.	Rubber stamp self inking	No
70.	Samsung 108A	No

71.	Samsung C2160/SAV	No
72.	Samsung 8123	No
73.	Scissors	No
74.	Shorthand Note Books A5	No
75.	Spring files (Manilla Covers)	No
76.	Spring Files (plastic covers)	No
77.	Stamp Pad	No
78.	Stamp Pad Ink	No
79.	Stamp pad ink blue	6 pcs packaging
80.	Stamp pad ink red	6 pcs packaging
81.	Staple pin remover	No
82.	Staple pins 24/7	Box of 5000 pack
83.	Staple Pins 50/60	Box
84.	Stapler DS 210	No
85.	Stapler giant	piece
86.	Staples pins23/17	Box of 5000 pack
87.	Staples pins24/6	Box of 5000 pack
88.	Sticky note pads 3x3	box
89.	Thermal Roll 79mm x80mm x13mm	Rolls
90.	Thumblettes No.2	No
91.	TK6115	No
92.	Toner 312 ACF 380A,381A,382A,383A Assorted colours (set of four)	Set
93.	Toner Catridge 30A	
94.	Toner Catridge 32A	No
95.	Toner Catridge 83A	No
96.	Tonser catridges 05A	No
97.	Toner catridges 12A	No
98.	Toner catridges 15A	No
99.	Toner catridges 17A	
100.	Toner catridges 205A (coloured set)	set
101.	Toner catridges 305A coloured set of Four colours	Set
102.	Toner catridges 312A	No
103.	Toner catridges 35A	No
104.	Toner catridges 51A	No
105.	Toner catridges 53A	No
106.	Toner catridges 73A	No

107.	Toner cartridges 80A	No
108.	Toner cartridges 8550/8510	No
109.	Toner cartridges 85A	No
110.	Toner cartridges Brother dr 2305	No
111.	Toner cartridges Brother 2255TN 2260	No
112.	Toner cartridges Brother dr 3350	No
113.	Toner cartridges Brother dr 3355	No
114.	Toner cartridges EPSON L210 coloured ink set	Set
115.	Toner cartridges Kyocera TK 375	No
116.	Toner cartridges Kyocera TK 475	No
117.	Toner cartridges TK 410/435	No
118.	Toner cartridges TK 4109	No
119.	Toner cartridges TN3320	No
120.	Toner LaserJet 19A	No
121.	TonerQ6000A	No
122.	Treasury tags 250mm	Box
123.	Visitors book	piece
124.	Waste paper Basket Plastic	No
125.	Writing Pads Loose Leaf A4	No
126.	Flash disks 2GB	No
127.	Flash disks 4GB	No
128.	Flash disks 8GB	No
129.	External hard disk 500GB	No
130.	External hard disk 1TB	No
131.	Rubber bands	packet
132.	White out	Dozen
133.	Steel cabinet 4 drawer	No
134.	Steel cabinet 3 drawer	No

**Deliveries shall commence after signing of contract which shall be for a period specified in the contract.**

## SECTION VII - PRICE SCHEDULE FOR GOODS

Name of tenderer \_\_\_\_\_

Tender Number \_\_\_\_\_

	<b>Item Description</b>	<b>Unit of Issue</b>	<b>Price per unit of issue</b>
135.	Assorted coloured clear files plastic	Dozen	
136.	Biro pens (sharp pointed)	Packet	
137.	Box file (Standard)	No	
138.	Box files (double clips)	No	
139.	Brother DR261CL Assorted Colours (set of four)	Set	
140.	Carbon papers Pelikan 205 or equivalent	packet	
141.	Cartridge ribbon Epson FX 80 80* 85 86e	No	
142.	Casio calculator	No	
143.	CE 260A,261A,262A,263A Assorted Colours (set of four)	Set	
144.	Cellotape Big size 1''	Dozen	
145.	Cellotape Big size 0.5''	Dozen	
146.	Cellotape Big size 3/4''		
147.	Conqueror paper Cream/ blue	Reams	
148.	Counter Books 2 Quires	No	
149.	Counter Books 3 Quires	No	
150.	Counter Books 4 Quires	No	
151.	Delivery book	piece	
152.	Duplicating paper A4 Kasuku	Reams	
153.	Envelope A3	Box of Pack of 1000	
154.	Envelope A4	Box of Pack of 1000	
155.	Envelope A5	Box of Pack of 1000	
156.	Envelope A6	Box of Pack of 1000	
157.	Executive pen	piece	
158.	Felt Pen	No	
159.	File Covers Manilla	No	
160.	File Covers Plastic	No	
161.	File Folders Suspension	No	
162.	File folders with fasteners manila	piece	
163.	File folders with fasteners plastic	piece	
164.	Flip Charts	No	

165.	Glue paste/ stick 20g	Dozen	
166.	Haco numberings 30cm	No	
167.	Heavy Duty Stapler	No	
168.	Highlighters	No	
169.	HP Laserjet 90A	No	
170.	HP Toner 53A	No	
171.	HP Toner office jet pro 7510	No	
172.	HP Toner for laser jet pro 8620	No	
173.	HP Toner for laset jet pro MFP M125nw	No	
174.	HP Toner 53A	No	
175.	HP Toner 78A	No	
176.	HP Toner 83A	No	
177.	kyocera TK-1120	No	
178.	Kyocera Tk4105	No	
179.	Ledger Books 1 Quire	No	
180.	Manila papers 51x76cm 160gms	No	
181.	Masking Tape 1"	Dozen	
182.	Masking Tape 3/4"	Dozen	
183.	Masking Tape 0.5"	Dozen	
184.	Numbering ink 60ml	Bottle	
185.	Office glue 40g	Dozen	
186.	Office pins	Box of 5000 pack	
187.	Office Trays	No	
188.	Ordinary pencil HB	Dozen	
189.	Paper Clips 33mm-50g	Box	
190.	Paper Clips, Bulldog Small 2 ½	Box	
191.	Paper Clips, Bulldog Small 2"	Box	
192.	Paper Clips, Bulldog Small 3"	Box	
193.	Assorted coloured paper clips	Box	
194.	Paper Punch Heavy DP 800	No	
195.	Paper Punch Small	No	
196.	Paper white ruled foolscap (297*210mm)	No	
197.	Paste Glue 142cc	No	
198.	Pencil Sharpener 0120	No	
199.	Photocopying papers	Reams	
200.	RICOH TN 7500F	No	
201.	Riso ink z type RZ	Tube	

202.	Riso master z type 37A3	Roll	
203.	Rubber stamp self inking	No	
204.	Samsung 108A	No	
205.	Samsung C2160/SAV	No	
206.	Samsung 8123	No	
207.	Scissors	No	
208.	Shorthand Note Books A5	No	
209.	Spring files (Manilla Covers)	No	
210.	Spring Files (plastic covers)	No	
211.	Stamp Pad	No	
212.	Stamp Pad Ink	No	
213.	Stamp pad ink blue	6 pcs packaging	
214.	Stamp pad ink red	6 pcs packaging	
215.	Staple pin remover	No	
216.	Staple pins 24/7	Box of 5000 pack	
217.	Staple Pins 50/60	Box	
218.	Stapler DS 210	No	
219.	Stapler giant	piece	
220.	Staples pins23/17	Box of 5000 pack	
221.	Staples pins24/6	Box of 5000 pack	
222.	Sticky note pads 3x3	box	
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236.	Toner catridges 312A	No	
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238.	Toner catridges 51A	No	
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242.	Toner catridges 8550/8510	No	
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244.	Toner catridges Brother dr 2305	No	
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247.	Toner catridges Brother dr 3355	No	
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254.	Toner LaserJet 19A	No	
255.	TonerQ6000A	No	
256.	Treasury tags 250mm	Box	
257.	Visitors book	piece	
258.	Waste paper Basket Plastic	No	
259.	Writing Pads Loose Leaf A4	No	
260.	Flash disks 2GB	No	
261.	Flash disks 4GB	No	
262.	Flash disks 8GB	No	
263.	External hard disk 500GB	No	
264.	External hard disk 1TB	No	
265.	Rubber bands	packet	
266.	White out	Dozen	
267.	Steel cabinet 4 drawer	No	
268.	Steel cabinet 3 drawer	No	

**Note: The prices quoted shall be valid for 120 days from the closing date of tender and should indicate final price which includes all costs for delivery, discount, duty and sales tax**

Signature of tenderer \_\_\_\_\_  
**Company Stamp/ seal**

## **SECTION VIII - STANDARD FORMS**

### **Notes on the sample Forms**

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
7. Manufacturers Authorization Form - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

**FORM OF TENDER**

Date \_\_\_\_\_

Tender No. \_\_\_\_\_

To.....

.....

.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1.6 Having examined the tender documents including Addenda Nos..

.....,  
of which is hereby duly acknowledged, we, the undersigned, offer to ***Supply and delivery Stationery and small office equipment*** in conformity with the said tender documents ***in accordance with the Schedule of Prices attached herewith, and made part of this Tender.***

1. We undertake, if our Tender is accepted, to supply the goods in accordance with the requirements schedule specified in the Schedule of Requirements.
2. We agree to abide by this Tender for a period of 120 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.
3. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20

[signature] \_\_\_\_\_

[In the capacity of] \_\_\_\_\_

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

**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 applied to your type of business.

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

<p>Part 1 General</p> <p>Business Name .....</p> <p>Location of Business Premises ..... Plot No, ..... Street/Road .....</p> <p>Postal address ..... Tel No. .... Fax Email .....</p> <p>Nature of Business .....</p> <p>Registration Certificate No. ....</p> <p>Maximum value of business which you can handle at any one time – Kshs. ....</p> <p>Name of your bankers .....</p> <p>Branch .....</p>
---

	<p style="text-align: center;"><b>Part 2 (a) – Sole Proprietor</b></p> <p>Your name in full..... Age.....</p> <p>Nationality..... Country of Origin.....</p> <p>Citizenship details .....</p>																				
	<p style="text-align: center;"><b>Part 2 (b) – Partnership</b></p> <p>Given details of partners as follows</p> <table border="0"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">Citizenship details</th> <th style="text-align: left;">Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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2. ....	.....	.....	.....																		
3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
	<p style="text-align: center;"><b>Part 2 (c) – Registered Company</b></p> <p>Private or Public</p> <p>State the nominal and issued capital of company Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">Citizenship details</th> <th style="text-align: left;">Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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1. ....	.....	.....	.....																		
2. ....	.....	.....	.....																		
3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
	<p>Date.....Signature of Candidate.....</p>																				

**TENDER SECURITY FORM**

Whereas .....[name of the tenderer]

(hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender ] for the provision of .....

[name and/or description of the services]

(hereinafter called “the Tenderer”).....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[name of procuring entity](hereinafter called “the Bank”)are bound unto.....

[name of procuring entity](hereinafter called “the procuring entity”) in the sum of .....

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of 20\_\_\_\_\_.

THE CONDITIONS of this obligation are:

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

(a) fails or refuses to execute the Contract Form, if required; or (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
[signature of the bank]

*(Amend accordingly if provided by Insurance Company)*

**TENDER SECURING DECLARATION FORM**

**TO:** THE CHIEF OFFICER, FINANCE,  
COUNTY GOVERNMENT OF KERICHO,  
P.O BOX112-20200,  
KERICHO.

**DATE:** \_\_\_\_\_

**TENDER NAME:** \_\_\_\_\_

**TENDER NO.** \_\_\_\_\_

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with **County Government of Kericho** for the period of **2 years** starting on **the date of notification of award** if we are in breach of our obligation(s) under the bid conditions, because we-
  - a. Have withdrawn our Bid during the period of bid validity specified by us in the Bidding 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 ITT (Instructions To Tenderers)
3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon;
  - i. Our receipt of a copy of your notification of the name of the successful Bidder; or
  - ii. Twenty-eight days after the expiration of our tender
4. We understand that if we are in a Joint Venture, the Bid 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 Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

**Name of Tenderer** .....

**Signature of duly authorized person signing the tender** .....

**Bidder Representative: (name)** .....

**TITLE: (Managing Director/CEO)** .....

**DATE:** \_\_\_\_ Day of June, 2019

**PERFORMANCE SECURITY FORM**

To: .....

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ 20\_\_\_\_ to

supply.....

[Description services](Hereinafter called “the contract”)

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:  
THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of .....

*[amount of the guarantee in words and figures],*

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of

.....  
*[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of 20

\_\_\_\_\_  
Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

*(Amend accordingly if provided by Insurance Company)*

**DECLARATION FORM**

**Declaration that the tenderer will not engage in any corruption or fraudulent practice.**

I, \_\_\_\_\_ of P.O. Box \_\_\_\_\_  
being a resident of \_\_\_\_\_ in the Republic of Kenya do hereby make a  
statement as follows:-

1. THAT I am the Chief Executive/ Managing Director/ Principal Officer/ Director of \_\_\_\_\_ (name of company) who is a bidder in respect of tender/ quotation no. \_\_\_\_\_ for \_\_\_\_\_ (tender/ bid description) for County Government of Kericho and duly authorized and competent to make this statement.
  
2. THAT the aforesaid Bidder, its servants and/ or its agents/ subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of management, staff and/ or employees and/ or agents of the County Government of Kericho which is the procuring entity.
  
3. THAT the aforesaid bidder, its servants and/ or agents/ subcontractors have not offered any inducement to any member to any member of management, staff and/ or employees and/ or agents of the County Government of Kericho.
  
4. THAT the aforesaid bidder will not engage / has not engaged in any corrosive practice with other bidders participating in the subject tender.
  
5. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

.....  
(Title)

.....  
(Signature)

.....  
(Date)

Bidder's Official Stamp.



**8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

To .....

.....

.....

.....

[*name of Procuring entity*]

[*name of tenderer*] .....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, ..... [*name and address of tenderer*](hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of ..... [*amount of guarantee in figures and words*].

We, the ..... [*bank or financial institutions*], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding ..... [*amount of guarantee in figures and words*]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until ..... [*date*].

Yours truly,

Signature and seal of the Guarantors

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*[name of bank or financial institution]*

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*[address]*

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*[date]*

**8.7 MANUFACTURER’S AUTHORIZATION FORM**

To *[name of the Procuring entity]* .....

WHEREAS .....[ *name of the manufacturer*] who are established and reputable manufacturers of ..... *[name and/or description of the goods]* having factories at ..... *[address of factory]* do hereby authorize ..... *[name and address of Agent]* to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. .... *[reference of the Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

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*[signature for and on behalf of manufacturer]*

*Note:* This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.

**8.8 LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

*(FULL PARTICULARS)* \_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

## CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_  
between ..... [*name of Procurement entity*] of ..... [*country of Procurement entity*] (hereinafter called “the Procuring entity) of the one part and  
..... [*name of tenderer*] of ..... [*city and country of tenderer*]  
(hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for certain goods ] and has accepted a tender by the tenderer for the supply of those goods in the sum of  
..... [*contract price in words and figures*] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
  - (a) the Tender Form and the Price Schedule submitted by the tenderer
  - (b) the Schedule of Requirements
  - (c) the Technical Specifications
  - (d) the General Conditions of Contract
  - (e) the Special Conditions of contract; and
  - (f) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer in the presence of \_\_\_\_\_

*(Amend accordingly if provided by Insurance Company)*

**8.9 FORM RB 1**

**REPUBLIC OF KENYA**  
**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of ..... dated the...day of .....20.....in the matter of Tender No.....of .....20...

**REQUEST FOR REVIEW**

I/We.....,the above named Applicant(s), of address: Physical address.....Fax No.....Tel. No.....Email ....., hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

- 1.
- 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
- 2.
- etc

SIGNED .....(Applicant)

Dated on.....day of ...../...20...

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**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day of .....20.....

SIGNED  
Board Secretary