



KERIO VALLEY DEVELOPMENT AUTHORITY

TENDER NO.: KVDA/T/02/2018-2019

**FOR SUPPLY AND DELIVERY OF GENERAL
OFFICE STATIONERY AND COMPUTER
CONSUMABLES /ACCESSORIES**

Receipt No.....

Tender Reg. No.....

**CLOSING DATE: TUESDAY 23RD OCTOBER, 2018
AT 10.00 AM**

STANDARD TENDER DOCUMENT FOR PROCUREMENT OF GOODS

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SECTION I INVITATION TO TENDER

INVITATION DATE: 4TH OCTOBER, 2018

TENDER REF NO.: KVDA/T/02/2018-2019

TENDER NAME: SUPPLY AND DELIVERY OF GENERAL OFFICE STATIONERY AND COMPUTER CONSUMABLES/ ACCESSORIES

1.1.1 Kerio Valley Development Authority invites sealed bids from eligible candidates (**Youth, women and persons living with disability registered with the National or County treasury**) for supply and delivery of Office Stationery and computer consumables /accessories

1.2.1 Interested eligible candidates may obtain further information from KVDA website www.kvda.go.ke OR PPIP portal www.tenders.go.ke OR inspect the tender documents at **Supplies and Procurement Department, Kerio Valley Development Authority, P. O. Box 2660, Eldoret, Telephone No. 053 63361/3 – Ext. 225** during normal working hours.

1.2.2 A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of **Kshs.1,000/=** in cash or Bankers Cheque payable to Kerio Valley Development Authority OR downloaded from our website www.kvda.go.ke OR PPIP portal www.tenders.go.ke free of charge.

1.2.3 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the **Tender Box “A” at 13th Floor, Kerio Valley Development Authority (Eldoret)** or be addressed to:

**The Managing Director
Kerio Valley Development Authority,
P. O. Box 2660 - 30100
ELDORET.**

So as to be received on or before **Tuesday 23rd October , 2018 at 10.00 am**

1.3 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.

1.4 Bid security/bond is not required for this tender (Youths, women and persons living with disability).

1.5 Performance Security is not required for this tender

1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at the **KVDA Boardroom, 14th Floor, Kerio Valley Development Authority Plaza –Eldoret**

SUPPLIES AND PROCUREMENT MANAGER
For: **MANAGING DIRECTOR**
KERIO VALLEY DEVELOPMENT AUTHORITY

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.

2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.

2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components

2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 **Cost of Tendering**

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

2.3.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=

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

2.4. **Contents of Tender Document**

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.5 **Clarification of Documents**

- 2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.
- 2.5.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 **Amendment of Documents**

- 2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.
- 2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 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.

2.7 **Language of Tender**

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

2.8 Documents Comprising of Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2.1 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

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

2.10 Tender Prices

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

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

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

2.10.4 The validity period of the tender shall be 120 days from the date of opening of the tender.

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications

- 2.12.1 Pursuant to paragraph 2.1. the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1
- 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;
- (a) That, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
 - (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
 - (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

- 2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract
- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
- (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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

2.14 Tender Security

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

2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

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

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

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

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

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

2.14.8 The tender security may be forfeited:

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

2.15 **Validity of Tenders**

2.15.1 Tenders shall remain valid for 120 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.

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

2.16 The Procuring entity shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the Invitation to Tender:

**The Managing Director,
Kerio Valley Development Authority
P. O. Box 2660 - 30100,
ELDORET.**

(b) bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," **Tuesday 23rd October, 2018 at 10.00 am**

2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **Tuesday 23rd October , 2018 at 10.00 am**

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

2.19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring prior to the deadline prescribed for submission of tenders.

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

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

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

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

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

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **10.00 am on Tuesday 23rd October , 2018** and in the location specified in the Invitation to Tender.

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

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

2.20.3 The Procuring entity will prepare minutes of the tender opening.

2.21 Clarification of Tenders

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

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

2.22 Preliminary Examination

2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been

furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

- 2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail
- 2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 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.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non conformity.

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

- 2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

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

2.25 Preference

2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.26 Contacting the Procuring entity

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

2.26.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

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

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

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

(b) Award Criteria

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

(c) Procuring entity's Right to Vary quantities

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

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

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

2.28 Notification of Award

2.28.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

- 2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.30 Performance Security

- 2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

- 2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;
- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

2.31.2 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.

2.31.3 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 TENDERERS

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

Unrealistic low prices shall be rejected depending on the market price of the brand tendered.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	The invitation is open to all qualified candidates under youth, women and persons living with disability registered by the County or National treasury .
2.12.2	<p><u>Evaluation and Comparison of Tenders:</u> The tender will be evaluated in stages as follows:</p> <p><u>Stage One: Mandatory Requirement</u> Must submit a copy of the following document;</p> <ul style="list-style-type: none"> • Certificate of registration as a youth group, women or persons living with disability from the County or National treasury. <p>The above must be met to qualify for the 2nd Stage of Technical Evaluation.</p> <p><u>Stage Two: Technical Evaluation</u></p> <ul style="list-style-type: none"> • Completely filled business questionnaire. • Duly filled and signed form of tender. • Duly filled and signed Manufacturer’s Authorization Form or Certificate of Agency where applicable. • Price and delivery/installation schedule in the format provided. • Documented evidence and recommendations by at least three public/private institutions which you have served with similar works recently. • Any other information or documents which in your opinion may assist in the objective evaluation of your proposal.

	<p>The pass mark is 70% Candidates that will have passed stage one and Two will have their financial proposal evaluated.</p> <p><u>Stage Three: Financial Evaluation.</u> The bidder with the lowest evaluated financial proposal will be recommended for the award of the contract for each item or a batch of related items. Minimum of 90 days credit period is required after delivery, inspection and acceptance of the items. In case of discrepancy between unit price and total, the unit price shall prevail. If there is a tie on the lowest quoted price for any item/batch, fairness and equity shall be considered for award. Unrealistic low prices shall be rejected depending on the market price of the brand tendered.</p>
2.14.1	Bid bond/Tender security is not required for this Tender.
2.18.1	Tenders must be submitted on or before the closing date, not later than Tuesday 23rd October , 2018 at 10.00 am
2.20.1	The Authority will open all tenders in the presence of tenderer's representatives, who choose to attend at 10.00 a.m. on Tuesday 23rd October , 2018
2.30.1	Performance security is not applicable

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

3.3 Country of Origin

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

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

3.4 **Standards**

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

3.5 **Use of Contract Documents and Information**

3.5.1 The tenderer shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 **Patent Rights**

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

3.7 **Performance Security**

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 **Inspection and Tests**

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to the Procuring entity.

3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 **Packing**

3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 **Delivery and Documents**

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.11 **Insurance**

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

3.12 **Payment**

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

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

3.13 **Prices**

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

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

3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

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

3.14. Assignment

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

3.15 Subcontracts

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

3.16 Termination for default

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

(a) if the tenderer fails to deliver any or all of the goods within the periods) specified in the Contract, or within any extension thereof granted by the Procuring entity

(b) if the tenderer fails to perform any other obligation(s) under the Contract

(c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

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

3.17 Liquidated Damages

3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

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

3.20 Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

1. Standards (GCC 3.4)

GCC 3.4 (i) No tender document will be accepted after the official closing time as specified on the advertisement and tender documents.

2. Use of contract documents and information (GCC 3.5)

GCC 3.5.3 (i) Tenderers should note that no substitution, alteration, change of format or modification to the standard tender documents is allowed. Tenderers are only allowed to add any other relevant additional to the documents. Any tender who doesn't adhere to this condition will automatically be disqualified.

3. Inspection and Tests (GCC 3.8)

GCC 3.8.1 (i) The Authority may carryout inspection and tests by visiting the premises/Godowns to ascertain the accuracy of the information given in the tender documents, capacity and capability of the tenderers and confirm whether the items quoted for conform to the contract specification.

4. Packing (GCC 3.9)

GCC 3.9.1 The material must be packed in order to prevent their damage or deterioration during transit to the final destination Kerio Valley Development Authority Stores

5. Delivery and Documents (GCC 3.10)

GCC 3.10.1 (i) The deliveries must be in two (2) weeks on receiving the official order. Delivery must conform to the delivery schedule in the tender.

(ii) The order is to be confirmed by official local Purchase Order (LPO) duly signed by an authorized Kerio Valley Development Authority Officer(s).

(iii) The following documents shall be received by the procuring entity at the time of delivery.

i. Delivery Note accompanied by a duplicate copy of the LPO.

ii. Inspection certificate issued by the nominated inspection agency or the suppliers' factory inspection report if applicable.

- iii. Suppliers invoice showing Goods description, quantity, unit price and total amount.
- iv. Partial delivery should be invoiced upon completion of service of the order.

6. Insurance (GCC 3.11)

GCC 3.11.1 The supplier will cover All Risks for any consignment expenses of the goods until they are accepted by the Authority.

7. Payment (GCC 3.12)

GCC 3.12.1 (i) Payments shall be made to the tenderer in full within thirty (90) days for the satisfactory and accepted delivered quantity as provided in the order.

(ii) The payment shall be made to the tendered supplier/contractor and No any third parties/Agents shall be paid on behaviour of supplier/contractor.

8. Prices (GCC 3.13)

- GCC 3.13.1 (i) Prices must remain firm and fixed
- (ii) Prices must remain valid for 120 days after closing of tender
- (iii) Prices quoted must be inclusive of all government taxes and delivery charges to Kerio Valley Development Authority Stores.
- (iv) Prices quoted must be as per our “Unit of issue”

9. Assignment (GCC 3.14)

GCC 3.14.1 (i) The tenderers are required to attach certified true copies of certificate of Registration/Incorporation, VAT, PIN and Tax compliance to the tender documents as a supplement to the confidential Business Questionnaire Form.

I/we hereby certify that I/we have read the special conditions of contract (Section IV), confirm that I/we have understood and I/we shall abide by them.

Tenderers Name..... Date.....

Signature..... Official Rubber Stamp.....

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.

5.2 PARTICULARS

Technical Specifications

See Price Schedule for Goods

SECTION VI - SCHEDULE OF REQUIREMENTS ITEM NO.	ITEM DESCRIPTION	QUANTITY	DELIVERY SCHEDULE
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Note: The deliveries shall be made as specified in the Special Conditions of Contract (Section IV)

SECTION VII - PRICE SCHEDULE FOR GOODS

Name of tenderer.....

Tender Number KVDA/T/02/2018-2019

KEY: AWR = As and When Required

NOTE: Please quote as per our Unit of Issue

NO	ITEM DESCRIPTION	UNIT OF ISSUE	QUANTITY	COUNTRY OF ORIGIN/ BRAND	UNIT PRICE	BRAND/ MODEL
1.	Duplicating /typing papers A4	Reams	AWR			
2.	Photocopying papers A4 (Bond 80 GSM) such as paper one	Ream	AWR			
3.	Photocopying papers A3(Bond 80 GSM) such as paper one	Ream	AWR			
4.	Photocopying A4 coloured (Bond 80 GSM)	Ream	AWR			
5.	Photocopying A3 coloured (Bond 80 GSM)	Ream	AWR			
6.	Carbon papers 100 sheets A4 (size 21 x 29,7 cm) such as pelikan hand film (205)	Pkt.	AWR			
7.	Spring file (plastic) such as Rapid/office point	No.	AWR			
8.	Spring file (manilla) - 334 gms	No.	AWR			
9.	File folders (manilla) 280 gms such as corporate express.	No.	AWR			
10.	Analysis books S317w	No	AWR			
11.	Analysis books EB107w	No	AWR			
12.	Analysis books S832w	No	AWR			
13.	Analysis books S826w	No	AWR			
14.	Accounts book -counter 2 Quire such as Kartasi/ kasuku brand	No	AWR			
15.	Accounts book -counter 3 Quire such as Kartasi / kasuku brand	No	AWR			
16.	Accounts book -counter 4 Quire such as Kartasi / Kasuku brand	No	AWR			

NO	ITEM DESCRIPTION	UNIT OF ISSUE	QUANTITY	COUNTRY OF ORIGIN/ BRAND	UNIT PRICE	BRAND/ MODEL
17.	Accounts book -counter 5 Quire such as Kartasi / Kasuku brand	No	AWR			
18.	Accounts book -counter 6 Quire such as Kartasi /Kasuku brand	No	AWR			
19.	Accounts Book-Counter ABC 2Q	No.	AWR			
20.	Accounts Book- Counter ABC3Q	No.	AWR			
21.	Accounts Book- Counter ABC4Q	No.	AWR			
22.	Accounts Book- Inventory 1Q	No.	AWR			
23.	Accounts Book- Journal 2Q	No.	AWR			
24.	Accounts Book -Journal 3Q	No.	AWR			
25.	Ledger books 2Q	No.	AWR			
26.	Ledger books 3Q	No.	AWR			
27.	S2 permanent stores ledger Alphabetical A-Z 2 Quire such as Kasuku/Economoc/Safari	No.	AWR			
28.	S1 – Consumable stores Ledger 4 Quire with Alphabetical A-Z such as Kasuku/safari/Economics	No.	AWR			
29.	S1 – Consumable stores Ledger 2 Quire with Alphabetical A-Z such as Kasuku/safari/Economics	No.	AWR			
30.	Ledger books 4Q	No.	AWR			
31.	Office pins size No.2 (50g)	Pkts	AWR			
32.	Paper clips (100 pcs) size 28	Pkts	AWR			
33.	Staple pins size 24/6 such as kangaroo 5M	Pkts	AWR			
34.	Staple pins 50/60	Pkts	AWR			
35.	Giant Stappler HD 1217 such as Kangaroo	No.	AWR			
36.	Staple Pins 23/6	Pkt	AWR			
37.	Staple Pins 23/8	Pkt	AWR			
38.	Staple Pins 23/10	Pkt	AWR			
39.	Staple Pins 23/13	Pkt	AWR			
40.	Staple Pins 23/15	Pkt	AWR			
41.	Staple Pins 23/17	Pkt	AWR			
42.	Packing tape 2”	No.	AWR			
43.	Masking tape 2”	No.	AWR			

NO	ITEM DESCRIPTION	UNIT OF ISSUE	QUANTITY	COUNTRY OF ORIGIN/ BRAND	UNIT PRICE	BRAND/ MODEL
44.	Masking tape 3"	No.	AWR			
45.	Binding tape 3"	No.	AWR			
46.	Binding tape 6"	No.	AWR			
47.	Rulers – office ruler 12" Such as Haco /Aim	No.	AWR			
48.	Stamp pad – standard size Such as Pelican	No.	AWR			
49.	Stamp ink Such as Pelican 28ml	No.	AWR			
50.	Self inking rubber stamp ink (shinny)	No.	AWR			
51.	Paper punch – Medium size N0.520 such as Kangaroo	No.	AWR			
52.	Stapler – Medium size 24/6 such as Kangaroo	No.	AWR			
53.	Jotter Pads Plain 3"x5"/Message pads (50 leaflets) – Standard size	No.	AWR			
54.	Jotter Pads Plain 3"x3"/Message pads (50 leaflets) – Standard size	No.	AWR			
55.	Glue sticks 10 gms such as pritt	Bottle	AWR			
56.	Glue sticks 20 gms such as pritt	Bottle	AWR			
57.	Glue sticks 40 gms such as pritt	Bottle	AWR			
58.	Cellotapes 1"	Roll	AWR			
59.	Cellotapes 2"	Roll	AWR			
60.	File suspenders manilla 228g	No.	AWR			
61.	Box files such as Globe/pyramid/office point	No.	AWR			
62.	Box file D-Ring/O-Ring bidder such as office point/Globe	No.	AWR			
63.	Machine rolls 21/2"	Roll	AWR			
64.	Treasury tags 350 mm (100 pcs)	Pkts	AWR			
65.	Treasury tags 150 mm (100 pcs)	Pkts	AWR			
66.	Rubber bands 50 gms	Pkt	AWR			
67.	Office glue 90g	Bottle	AWR			
68.	Document Wallet (plastic)A4	No.	AWR			
69.	Bank Paper A4	Ream	AWR			

NO	ITEM DESCRIPTION	UNIT OF ISSUE	QUANTITY	COUNTRY OF ORIGIN/ BRAND	UNIT PRICE	BRAND/ MODEL
70.	Ruled papers - A4 Bank such as kasuku	Ream	AWR			
71.	Loose leaf pad A4 (100 pages) such as kasuku	No.	AWR			
72.	Short hand book A5 (100 pages) spiral binding	No.	AWR			
73.	Highlighter/Text markers such as steadler	No.	AWR			
74.	Computer paper (11x9 ¹ / ₂) 1 part	Box	AWR			
75.	Computer paper (14x9.5) 2 part line flow	Box	AWR			
76.	Computer paper (14 x 9 ¹ / ₂) 1 part	Box	AWR			
77.	Computer papers (9 ¹ / ₂ " x 11") 2 part	Box	AWR			
78.	Computer paper 2 part pay slips (11x9.5) three pieces	Box	AWR			
79.	Computer printout binder (9.5x11)	Box	AWR			
80.	Computer Printout binder (14"x9.5")	Box	AWR			
81.	Felt pen such as snowman	No	AWR			
82.	Felt pen Permanent such as pelican		AWR			
83.	Delivery book A5 Q1	No	AWR			
84.	Delivery book A5 Q2	No	AWR			
85.	Postage book Q 2	No	AWR			
86.	Postage book Q 3	No	AWR			
87.	Whiteout 20ml	Bottle	AWR			
88.	Thumb pins (100 pcs)	Pkt	AWR			
89.	Flip charts (Standard size) A1	No.	AWR			
90.	Embossed papers A4	Ream	AWR			
91.	Transparencies A4	Reams	AWR			
92.	Plastic clip folders	No	AWR			
93.	Document wallets (manilla) A4 extended	No	AWR			
94.	Document wallets (plastic) A4 extended	No.	AWR			
95.	Desk Tray double high (plastic) – 2 tier	No.	AWR			
96.	Desk Tray double high (plastic) – 3 tier	No.	AWR			
97.	Pencil HB 110B	Pc.	AWR			

NO	ITEM DESCRIPTION	UNIT OF ISSUE	QUANTITY	COUNTRY OF ORIGIN/ BRAND	UNIT PRICE	BRAND/ MODEL
98.	Casio Calculator DJ 120 T.G 12 digits	No.	AWR			
99.	Casio Calculator DJ 120 T.G 14 digits	No.	AWR			
100.	Casio Calculator FX 82 Super fraction(Scientific)	No.	AWR			
101.	Casio calculator DJ 220D 12 digits	No.	AWR			
102.	Pins-paper 100GSM	Pkt.	AWR			
103.	Office organizer/Pen holders (Plastic)	Set	AWR			
104.	Staple remover	Pc	AWR			
105.	Biro pens (Bic)- ordinary	Pkt	AWR			
106.	Biro pens (Bic) sharp pointed	Pkt	AWR			
107.	Ball pen pental –fine pointed R-50	No.	AWR			
108. O	Office gel ink pen (1.0)	No.	AWR			
109.	Spiral note books A4 PVC cover	No.	AWR			
110.	Spiral note books A5 PVC cover	No.	AWR			
111.	Spiral note books A6 PVC cover	No.	AWR			
112.	Scissors (Medium)	No.	AWR			
113.	Scissors stainless large such Alfa	No.	AWR			
114.	Punched pocket	Pc	AWR			
115.	Envelopes A4 25'S plain manila such as Kraft- safaris/economic/corporate express	PKT	AWR			
116.	Envelopes A5 25'S plain manila such as Kraft- safaris/economic/corporate express	PKT	AWR			
117.	Envelopes DL 9x4 25'S plain manila (Not printed)	BOX	AWR			
118.	Envelopes DL 9x4 25'S plain Opaque white (Not printed)	BOX	AWR			
119.	Envelopes A3 25'S plain manila such as Kraft- safaris/economic/corporate express	PC	AWR			
120.	Manilla papers A 160gm	Pc	AWR			

NO	ITEM DESCRIPTION	UNIT OF ISSUE	QUANTITY	COUNTRY OF ORIGIN/ BRAND	UNIT PRICE	BRAND/ MODEL
121.	Spiral comb 8mm	Pcs	AWR			
122.	Spiral comb 10mm	Pcs	AWR			
123.	Spiral comb 14mm	Pcs	AWR			
124.	Spiral comb 24mm	Pcs	AWR			
125.	Spiral comb 30mm	Pcs	AWR			
126.	Paper punch - Giant DP 800 such as kangaroo	No	AWR			
127.	Standard Metal cabinet(Four Drawer	No	AWR			
128.	Standard wooden cabinet (four drawers)	No.	AWR			
129.	Eraser Rubber 40 BR	No.	AWR			
130.	Presentation folder such as Leitz/office point	No	AWR			

B. COMPUTER CONSUMABLES/ ACCESSORIES

No	Item description	UNIT OF ISSUE	QUANTITY	UNIT PRICE	COUNTRY OF ORIGIN	BRAND/ MODEL
1.	UPS- Back-up such as RS 650/ APC 650VA,	No	AWR			
2.	UPS Batteries for Back-ups ES500-12 Volts 7AH	No.	AWR			
3.	UPS Battery RS 1100	No.	AWR			
4.	Computer Monitor TFT 17"	No	AWR			
5.	USB Computer keyboard	No	AWR			
6.	Flash disk -16 GB Such as Sandisk/Sony/LG/HP	No	AWR			
7.	Flash disk -8 GB Such as Sandisk/Sony/LG/HP	No	AWR			
8.	Flash disk- 4GB Such as Sandisk/Sony/LG/HP	No	AWR			
9.	Computer Memory- DDR-2- Ram 2GB	No	AWR			
10.	Ribbon Cartridge Epson LQ 2180	No	AWR			

No	Item description	UNIT OF ISSUE	QUANTITY	UNIT PRICE	COUNTRY OF ORIGIN	BRAND/ MODEL
11.	Toner Cartridge- 49A Q5949A HP 1320	No	AWR			
12.	Toner Cartridge n- Coloured No. 28	No	AWR			
13.	Toner Cartridge - Black No. 27	No	AWR			
14.	Toner Cartridge No. 29 695c	No	AWR			
15.	Toner Cartridge - Hp Laser Jet 1300 (Toner Q2613A)	No	AWR			
16.	HP Deskjet 3050 Toner Cartridge - HP Tricolor Ink No. 122	No	AWR			
17.	Toner Cartridge- Black No.122	No.	AWR			
18.	Toner Cartridge - KM 2035 Kyocera	No	AWR			
19.	Toner Cartridge – Kyocera FS- 1030D TK 120	No	AWR			
20.	Toner cartridge KM 3035 for photocopier machine Kyocera	No.	AWR			
21.	Toner cartridge HP Lasejet 83A(CF 283A)	No.	AWR			
22.	Toner cartridge HP Laserjet 305A -Black Print Cartridge CE 410A	No.	AWR			
23.	Toner cartridge HP Laserjet 305A -Cyan print cartridge CE 411A	No	AWR			
24.	Toner cartridge HP Laserjet 305A -Yellow print Cartridge CE 412A	No.	AWR			
25.	Toner cartridge HP Laserjet 305A -Magenta print Cartridge CE 413A	No.	AWR			
26.	Safaricom Modem	No.	AWR			

No	Item description	UNIT OF ISSUE	QUANTITY	UNIT PRICE	COUNTRY OF ORIGIN	BRAND/ MODEL
27.	Orange Modem	No	AWR			
28.	Yu- Modem	No	AWR			
29.	Airtel Modem	No	AWR			
30.	Toner cartridge-Kyocera TK 170 FS – 1320D	No.	AWR			
31.	Toner Cartridge Kyocera TK 130 FS 1300D	No.	AWR			
32.	Toner cartridge – HP Laser jet 53A (Q 7553A)	No.	AWR			
33.	CD Re-writable	No.	AWR			
34.	Toner Cartridge - HP LaserJet 1100	No	AWR			
35.	Antivirus - Kaspersky 2018 -3 users	No	AWR			
36.	8 port Fast Ethernet switch	No	AWR			
37.	Optical Mouse - USB Compatible Mouse	No	AWR			
38.	Mouse pad - USB Compatible Mouse	No	AWR			
39.	USB printer Cable	No	AWR			
40.	Computer Laptop Hard disk-500GB (Sata)	No.	AWR			
41.	External Hard disk 1TB such as transcend	No.	AWR			
42.	External Hard disk 2 TB such as transcend.	No.	AWR			
43.	Toner Cartridge TK 170-FS1370	No.	AWR			
44.	DVD- Re-writable	No.	AWR			
45.	Kaspersky Open Space Security	No.	AWR			
46.	CMOS Battery	No	AWR			
47.	Laptop Charger / Adapter (Complete)	No.	AWR			

No	Item description	UNIT OF ISSUE	QUANTITY	UNIT PRICE	COUNTRY OF ORIGIN	BRAND/ MODEL
48.	Laptop Memory – Ram DDR3- 2GB	No.	AWR			
49.	Computer memory – RAM DDR-1-1GB	No.	AWR			
50.	RJ 45-Plastic	No.	AWR			
51.	Heat Sink compound	No.	AWR			
52.	Glue epoxy steel-Such as Eagierstar with resin and hardener	Tube	AWR			
53.	Network cable cat 6- 1000ft/305m		AWR			
54.	Router such as cisco series	No	AWR			
55.	Cyber roam hardware and software	No	AWR			
56.	Computer tool kit	Box	AWR			
57.	Network toolkit	Box	AWR			
58.	Extension Power cable with power surge system	No.	AWR			
59.	Network Tester	No	AWR			

NOTE: Please quote as per our Unit of Issue

Signature of tenderer _____

SECTION VIII - STANDARD FORMS

8.1 FORM OF TENDER

Date _____

Tender No. _____

To: _____
[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(insert equipment description)* in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to percent of the Contract Price for the due performance of the Contract , in the form prescribed by*(Procuring entity)*.
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this day of _____
[signature] [in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business. You are advised that it is a serious offence to give false information on this form

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No. Fax E mail

Nature of Business,.....

Registration/incorporation Certificate No. VAT Reg. No

Pin Certificate No.....

Tax Compliance certificate No.....

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

Name of your bankers Branch Bank Account

Part 2 (a) – Sole Proprietor

Your name in full Age

Nationality Country of origin

No. of employees ID/Passport No.

Citizenship details

Part 2 (b) Partnership

Given details of partners as follows:

Name Nationality Citizenship Details Shares% ID/Passport No.

1.
2.
3.
4.

No. of employees

Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company-

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows;

	Name	Nationality	Citizenship Details	Shares%	ID/Passport No.
1.....					

2.
3.
4.
No. of employees
Date Signature of Candidate

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

8.3 TENDER QUESTIONNAIRE

Please fill in block letters

1. Full names of tenderer

.....
.....

2. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below)

.....
.....

3. Telephone numbers of tenderer

.....
.....

4. Fax number of tenderer

.....
.....

5. Name of tenderers representative to be contacted on matters of the tender during the tender period.

.....
.....

6. Details of tenderers nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone and fax)

.....
.....
.....

Signature and Stamp/Seal of Tenderer

8.4 TENDER SECURITY FORM

Whereas [name of the tenderer]
(hereinafter called "the tenderer") has submitted its tender dated [date of submission of tender] for the supply, installation and commissioning of[name and/or description of the equipment]
(hereinafter called "the Tender") KNOW ALL PEOPLE
by these presents that WE of
..... having our registered office at
(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 tender 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)

8.5 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) t he 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)

8.6 PERFORMANCE SECURITY FORM

To

[name of 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 of goods]* (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 figure]* 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 you 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_____

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.7 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To
[name of Procuring entity]

[name of tender]

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

[name of bank or financial institution]

[address]

[date]

8.8 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.

[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.