



KENYA SCHOOL OF GOVERNMENT
Empowering the Public Service

TENDER DOCUMENT

FOR

**SUPPLY & DELIVERY OF STATIONERY & GENERAL OFFICE
BARINGO CAMPUS**

**FRAMEWORK CONTRACT- ONE YEAR RENEWABLE
RESERVED FOR YOUTH**

TENDER NO: KSG/BAR/08/2019-2021

CLOSING DATE: WEDNESDAYS JULY 3RD 2019 10.30 A.M

Issued by the Kenya School of Government

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SECTION I: INVITATION TO TENDER

TENDER NO: KSG/BAR/08/ 2019-2021

DATE: 11/06/2019

TENDER NAME SUPPLY & DELIVERY OF STATIONERY & GENERAL OFFICE BARINGO CAMPUS

- 1.1 The Kenya School of Government invites sealed bids from eligible candidates for **SUPPLY & DELIVERY OF STATIONERY & GENERAL OFFICE BARINGO CAMPUS**
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Kenya School of Government, BARINGO Campus procurement offices **BARINGO** during normal working hours from 8am-1pm and 2pm-5pm or download free of charge from the website www.ksg.ac.ke. Or www.tenders.go.ke
- 1.3 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at the **Kenya School of Government, BARINGO (Administration block)** so as to be received on or before **WEDNESDAYS JULY 3RD 2019 10.30 A.M**
- 1.4 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (180) days from the closing date of the tender.
- 1.5 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at Kenya School of Government BARINGO.
- 1.6 Your document should be submitted Book bound and properly paginated.

Supply Chain Manager
For. Director Genera

SECTION II: INSTRUCTIONS TO TENDERERS

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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

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.

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

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

2.4 The Tender Document

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

Instructions to tenderers
General Conditions of Contract
Special Conditions of Contract
Schedule of requirements
Technical Specifications
Tender Form and Price Schedules
Tender Security Form
Contract Form
Performance Security Form
Bank Guarantee for Advance Payment Form
Manufacturer's Authorization Form
Confidential Business Questionnaire

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.

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

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.

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.

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

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

The tender prepared by the tenderers shall comprise the following components
a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below

documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and

tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

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

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

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

Prices quoted by the tenderer shall be fixed during the Tender's 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

The validity period of the tender shall be 180 days from the date of opening of the tender.

2.11 Tender Currencies

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;

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.

that the tenderer has the financial, technical, and production capability necessary to perform the contract;

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.

Goods Eligibility and Conformity to Tender Documents

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

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.

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 detailed description of the essential technical and performance characteristic of the goods;
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

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.

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.

Tender Security

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

The tender security shall be Nil

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

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.

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

Unsuccessful Tenderer's tender 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.

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

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

in the case of a successful tenderer, if the tenderer fails:

to sign the contract in accordance with paragraph 2.27

or

to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

Tenders shall remain valid for 180 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.

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 Format and Signing of Tender

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.

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.

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.

Sealing and Marking of Tenders

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.

The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender:
- (b) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,”

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”.

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

Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than

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

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 Entity prior to the deadline prescribed for submission of tenders.

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 no later than the deadline for submission of tenders.

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

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

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

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.

Opening of Tenders

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on and in the location specified in the Invitation to Tender.

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

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.

The Procuring entity will prepare minutes of the tender opening.

Clarification of Tenders

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.

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.

Preliminary Examination

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.

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 quantify, 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

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 affect the relative ranking of any tenderer.

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.

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.

Conversion to Single Currency

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.

Evaluation and Comparison of Tenders

The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

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

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.

Preference

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

Contacting the Procuring entity

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.

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.

Award of Contract

Post-qualification

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.

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.

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

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

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

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

Notification of Award

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.

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

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

Signing of Contract

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.

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.

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.

Performance Security

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.

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.

Corrupt or Fraudulent Practices

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;

“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

“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;

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.

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	Youth
2.1.2	Tender securing declaration
2.1.3	Downloaded free of charge from www.ksg.ac.ke or www.tenders.go.ke
2.18.1	WEDNESDAYS JULY 3 RD ,2019 10.30 A.M
2.29.1	Shall be provided to successful tender
NOTES/	<ul style="list-style-type: none">• Bidders with the lowest evaluated shall enter into Framework contracts for a period of one year, renewable once subject to satisfactory performance.• Bidders with the 2nd to 8th lowest price shall enter into Framework agreements for a period of one year renewable once.

MANDATORY REQUIREMENT

No.	Requirements	Responsive or Not Responsive
MR1	Must Submit a copy of certificate of Registration/Incorporation	
MR2	Must submit the tender document in the format provided. Mutilation of the tender document will lead to automatic disqualification	
MR3	Must Submit a copy of a valid Tax Compliance certificate from Kenya Revenue Authority	
MR4	Must Fill the Price Schedule in the format provided	
MR5	Must Fill the Form of Tender in the Format provided	
MR6	AGPO (YOUTH)	
MR7	Must submit valid copy of CR12 for limited company or national ID for sole proprietor	
MR8	Must submit a dully filled up Confidential Business Questionnaire in format provided	
MR9	Submit a written Self-declaration in non-engagement in corruption.	
MR10	Anti-debarment pledge dully signed and stamped	
MR11	Must submit valid and relevant business permit.	
MR12	Submission of original and copy of tender document properly book bound and paginated in correct sequence and all pages must be initialed in the format of 1,2,3,4,5.....(spiral bound and use of spring or box file will not be allowed this will result in to automatic disqualification).	
MR13	Tender securing declaration form fully filled	
MR14	Credit period minimum 30days	

Only bidders who meet the minimum mandatory requirements above will be evaluated further.

TECHNICAL REQUIREMENT

Technical Evaluation Criteria	Evaluation Attribute	Weighting Score	Maximum Score
Experience in supply and delivery of general supplies	Number of general supplies contracts done in the year 2014, 2015, 2016, 2017, 2018 and 2019 (Evidence LPOs/Contracts)	2 LPOs/Contracts = 10 Marks Others prorated at: No. of LPOs/Contracts x10 Marks/2 LPOs/Contracts	10 Marks
	Magnitude of general supplies done in the year 2014, 2015, 2016, 2017, 2018 and 2019 (Evidence LPOs/Contracts)	100,000 and above = 10 Marks Others prorated Value of general supplies x 10 Marks/100,000	10 Marks
Valid Business permit	County government	Valid business= 10 Marks	20 Marks
Financial Capacity	Access to credit (letter from financial institution)	Letter from financial institution 20 Marks /not provided 0	20 Marks
Numbers of days to deliver upon issue of lpo	Numbers of days to deliver upon issue of lpo	7 days 20marks Others prorated No of days to deliver x20/7	20 Marks
Credit period	Credit period	30days 20marks Others prorated No of days x20/30	20 Marks
Total			100

Any bidder who scores 60 Marks and above in this Technical Evaluation shall

be considered for further evaluation

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

Definitions

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

“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.

“The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations

“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.

“The Procuring entity” means the organization purchasing the Goods under this Contract.

“The Tenderer” means the individual or firm supplying the Goods under this Contract.

Application

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

Country of Origin

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

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

Standards

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

Use of Contract Documents and Information

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.

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

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

Patent Rights

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

Performance Security

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.

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.

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.

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

Inspection and Tests

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.

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.

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 alterations necessary to make specification requirements free of costs to the Procuring entity.

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.

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

Packing

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.

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

Delivery and Documents

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

Insurance

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

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

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

Prices

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.

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

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

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

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

Subcontracts

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

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

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

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

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, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

Liquidated Damages

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.

Resolution of Disputes

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

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.

Language and Law

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

Force Majeure

The tenderer 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.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

SECTION IV- SPECIAL CONDITIONS OF CONTRACT

4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	N/A
3.12.1	At least 30 days credit
3.18.1	The KSG 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
Others as necessary	<ul style="list-style-type: none">• Bidders with the lowest evaluated price shall enter into Framework contracts for a period of one year renewable subject to satisfactory performance and delivery schedule will be provided. (Delivery will be made as and when required)• Bidders with the 2nd to 8th lowest bid shall enter into Framework agreement for a period of one year.• NOTE/ the quantities in the schedule of requirements are the estimated consumption of the year

SECTION V: TECHNICAL SPECIFICATIONS

5.1 General

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

Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.

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.

The tenderers are requested to present information along with their offers as follows:

Shortest possible delivery period of each product

Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

No	ITEM DESCRIPTION	UNIT	DELIVERY PERIOD
1	Books , counter 1 quire A4	No.	
2	Books , counter 2 quire A4	No.	
3	Books , counter 3 quire A4	No.	
4	Books , shorthand, note A5 imported	No.	
5	Cds 700Mb-r imation or equiv	No.	
6	Cello -tapes x 1/2" x 72 yards	No.	
7	Cello -tapes x 3/4' x" 72 yards	No.	
8	Clips , paper no. 2	Pkt	
9	Clips , paper no. 3	Pkt	
10	Clips , paper no. 4	Pkt	

11	Dusters whiteboard	No.	
12	Glue , pritt x 40gm	No	
13	Files , box 3”	No.	
14	Files , spring, plastic globe	No.	
15	Files , spring, manila robin	No.	
16	Flip chart A1 pad bank paper	Pad	
17	Markers , highlighter assorted	No.	
18	Markers , whiteboard	No.	
19	My clear bags (as per sample)	No.	
20	Name tags x 3” (as per sample)	No.	
21	Notorial seals	Pkt	
22	Pads, post it 3” x 3”	Pads	
23	Paper, carbon A4 pelikan 205	Pkt	
24	Paper photocopying A4 assorted colours	Ream	
25	Papers , photocopying A4 white (topkopic or equiv)	Ream	
26	Pencils HB steadtler 110	No.	
27	Pins , office 100gms	Pkt.	
28	Pins , staple type f g/w 24/6	Pkt	
29	Punch , paper leitz large no.5180	No.	
30	Spiral binders 6mm	No.	
31	Spiral binders 8 mm	No.	
32	Spiral binders 10mm	No.	
33	Spiral binders 12 mm	No.	
34	Spiral binders 16 mm	No.	

35	Spiral binders 18 mm	No.	
36	Spiral binders 25 mm	No.	
37	Spiral binders 30 mm	No.	
38	Spiral covers clear plastic – assorted colours	Pkts.	
39	Spiral covers embossed – assorted colours	Pkts	
40	Stapler giant	No.	
41	stapler Small rapid 2	No.	
42	Staples 24/6	Pkt	
43	Staples offrex 50/60	Pkt	
44	Staples , giant 66/14	Pkt	
45	Tape , masking ½” x 72yards	Roll.	
46	Tape , masking ¾” x 72yards	Roll.	
47	Tape , masking 1” x 72yards	Roll.	
48	Message pads A5	PC	
49	Markers whiteboard pelican	No	
50	Paper manila A1 assorted colours	Pcs	
51	Rulers plastic 12”	No	
52	Pads loose leaf A4	No	
53	Batteries AA energizer/ duracell or equivalent	pair	
54	Marker permanent	No	
55	Paper ivory bond 250gms A4	No	
56	Parker pen cartridge (blue and black)	pkts	
57	Pads (sign here)	pkts	

58	Paper conqueror A4 assorted colours	rms	
59	Pads (page maker)	pkts	
60	Office dustbin plastic	No	
61	Rubber bands	pkts	
62	Staple remover	NO	
63	Office glue 90ml	Tube	
64	Battery size AAA- energizer or equivalent (pack of 4)	No	
65	Cells dry size 9v –energizer or equivalent	No	
66	Envelops manila size – A4	No	
67	Envelopes manila 220 x 110	Pkt	
68	Envelops manila size – A5	Pkt	
69	Letter head as per sample	Rm	
70	Ruled paper A4 50gm 500sheets	Rm	
71	Writing pad ruled B5	No	
72	Letter heads	Rm	
73	Name tags for staff	No	
74	File document Folder	No	
75	Pens fine point Assorted colour	No	
76	Books , shorthand, note a5	No	
77	Writing pad ruled A4	No	
78	Executive file folder	No	
79	Officer Dairy A4	No	
80	Staple machine large	No	

81	Staple machine small	No	
82	Paper punch large	No	
83	Paper punch small	No	
84	Table calculator	No	
85	Scientific calculator	No	
86	Scanner fujitsu or equivalent	No	
87	Pen holder	No	
88	Self-inking rubber stamps	No	
89	Executive file folder	No	
90	Scientific calculator	No	
91	Thumb Tack Pins	Pkt	
92	Envelope opener	No	
93	Document Holder	No	
94	Envelops size – A4	No	
95	Envelopes size A3	No	
96	Envelops size – B5	No	
97	Parker Pen	Pc	
98	Packing bags size 16	Pkt	
99	Flash disk 8GB	No	
100	Flash disk 16GB	No	
101	Battery Dry size D	Pkt	
102	Hard Disk External 500GB	No	
103	Hard Disk External 1tb	No	
104	Pens Baoke blue/black	Pkt	
105	Scissors medium	No	
106	Scissors large	No	

107	Pads page marker	Pkts	
108	Correction Fluid 20ml	btl	
109	Multihole Sleeves as per sample	Pkt	
110	Name Tags 50s	Pkt	
111	Pens uniball	Pkt	
112	Name Boards Clear Plastic Perplex 7"	No	
113	Dusters Whiteboard	No	
114	Fasteners, Acco No. 7	Pkt	
115	Fasteners, Acco No.8	Pkt	
116	Tape, Masking ½" x 72yards	Roll.	
117	Tape, Masking ¾" x 72yards	Roll.	
118	Tape, Masking 1" x 72 yards	Roll.	
119	Tapes Masking 2" x 72 yards	No.	
120	Tapes, Cotton, ½" x 72 yards	No.	
121	Tapes, Packaging 3" x 72 yards	No.	
122	Sisal Rope	Roll	
123	Desk organizers	No	
124	Office dust bin	No	
125	Label adhesive size KA2	pkts	
126	Mouse computer HP model (as per sample)	No	
127	DVD blank 4.7 GB (imation or equivalent)	Pkt	
128	Spine labels	pkts	
129	Wall Clock	No	
130	Ink Stamp Pad	No	

131	Ink Markers Refill	No	
132	Parker Pen Refills	No	
133	Paper Ivory Bond A4 250g	No	
134	Papers Embossed	No	
135	Pins Staple 24/6-5m	No	
136	Pins Staple 23/17-H	No	
137	Staples Kyocera 8000i	No	
138	Fasteners No 8	No	
139	Sealing Wax	No	
140	File Movement Cards	No	
141	Tapes Binding 2"	No	
142	Tapes Ribbon 2"	No	
143	Rope Sisal Twine	No	
144	Rope Nylon 5/16"x 8	No	
145	Rope Nylon 3/8x10	No	
146	Rope Flag Standard Size	No	
147	National Flag 3x5ft	No	

SECTION VII: PRICE SCHEDULE FOR GOODS

Name of tenderer _____ Tender Number _____ Page _____ of _____

No	ITEM DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL	COUNTRY OF ORIGIN
1	Books , counter 1 quire A4	No.	1,000			
2	Books , counter 2 quire A4	No.	4,800			
3	Books , counter 3 quire A4	No.	1,000			
4	Books , shorthand, note A5 imported	No.	1,000			
5	Cds 700Mb-ramination or equiv	No.	5,000			
6	Cello -tapes x 1/2" x 72 yards	No.	500			
7	Cello -tapes x 3/4" x 72 yards	No.	1,00			
8	Clips , paper no. 2	Pkt	1,000			
9	Clips , paper no. 3	Pkt	1,000			
10	Clips , paper no. 4	Pkt	1,000			
11	Dusters whiteboard	No.	500			
12	Glue , pritt x 40gm	No	500			
13	Files , box 3"	No.	1,000			
14	Files , spring, plastic globe	No.	1,000			
15	Files , spring, manila robin	No.	1,000			
16	Flip chart A1 pad bank paper	No.	1,000			
17	Markers , highlighter assorted	Pad	2,000			

18	Markers , whiteboard	No.	1,000			
19	My clear bags (as per sample)	No.	1,000			
20	Name tags x 3” (as per sample)	No.	1,000			
21	Notorial seals	No.	5,000			
22	Pads, post it 3” x 3”	Pkt	150			
23	Paper, carbon A4 pelikan 205	Pads	500			
24	Paper photocopying A4 assorted colours	Pkt	200			
25	Papers , photocopying A4 white (topkopie or equiv)	Ream	10,000			
26	Pencils HB steadtler 110	Ream	25,000			
27	Pins , office 100gms	No.	720			
28	Pins , staple type f g/w 24/6	Pkt.	1,000			
29	Punch , paper leitz large no.5180	Pkt	1,000			
30	Spiral binders 6mm	No.	500			
31	Spiral binders 8 mm	No.	500			
32	Spiral binders 10mm	No.	180			
33	Spiral binders 12 mm	No.	200			
34	Spiral binders 16 mm	No.	200			
35	Spiral binders 18 mm	No.	2000			
36	Spiral binders 25 mm	No.	360			
37	Spiral binders 30 mm	No.	200			
38	Spiral covers clear plastic – assorted colours	No.	100			
39	Spiral covers embossed –	Pkts.	150			

	assorted colours					
40	Stapler giant	Pkts	720			
41	stapler Small rapid 2	No.	240			
42	Staples 24/6	No.	240			
43	Staples offrex 50/60	Pkt	1800			
44	Staples , giant 66/14	Pkt	1800			
45	Tape , masking 1/2" x 72yards	Pkt	120			
46	Tape , masking 3/4" x 72yards	Roll.	1200			
47	Tape , masking 1" x 72yards	Roll.	1600			
48	Message pads A5	Roll.	1200			
49	Markers whiteboard pelican	PC	240			
50	Paper manila A1 assorted colours	No	1600			
51	Rulers plastic 12"	Pcs	2000			
52	Pads loose leaf A4	No	1000			
53	Batteries AA energizer/ duracell or equivalent	No	1000			
54	Marker permanent	pair	1000			
55	Paper ivory bond 250gms A4	No	1000			
56	Parker pen cartridge (blue and black)	No	2400			
57	Pads (sign here)	pkts	120			
58	Paper conqueror A4 assorted colours	pkts	40			
59	Pads (page maker)	rms	1400			
60	Office dustbin plastic	pkts	320			

61	Rubber bands	No	1200			
62	Staple remover	pkts	3200			
63	Office glue 90ml	NO	500			
64	Battery size AAA- energizer or equivalent (pack of 4)	NO	1,200			
65	Cells dry size 9v –energizer or equivalent	Tube	120			
66	Envelops manila size – A4	No	60			
67	Envelopes manila 220 x 110	No	360			
68	Envelops manila size – A5	No	360			
69	Letter head as per sample	Pkt	240			
70	Ruled paper A4 50gm 500sheets	Pkt	240			
71	Writing pad ruled B5	Rm	500			
72	Letter heads	Rm	500			
73	Name tags for staff	No	120			
74	File document Folder	Rm	240			
75	Pens fine point Assorted colour	No	96			
76	Books , shorthand, note a5	No	120			
77	Writing pad ruled A4	No	120			
78	Executive file folder	No	120			
79	Officer Dairy A4	No	120			
80	Staple machine large	No	1,620			
81	Staple machine small	No	800			
82	Paper punch large	No	480			
83	Paper punch small	No	120			

84	Table calculator	No	240			
85	Scientific calculator	No	2500			
86	Scanner fujitsu or equivalent	No	1000			
87	Pen holder	No	144			
88	Self-inking rubber stamps	No	100			
89	Executive file folder	No	100			
90	Scientific calculator	No	500			
91	Thumb Tack Pins	No	500			
92	Envelope opener	No	500			
93	Document Holder	No	500			
94	Envelops size – A4	No	500			
95	Envelopes size A3	Pkt	500			
96	Envelops size – B5	No	500			
97	Parker Pen	No	500			
98	Packing bags size 16	No	500			
99	Flash disk 8GB	No	10,000			
100	Flash disk 16GB	No	50,000			
101	Battery Dry size D	Pc	20			
102	Hard Disk External 500GB	Pkt	500			
103	Hard Disk External 1tb	No	250			
104	Pens Baoke blue/black	No	250			
105	Scissors medium	Pkt	200			
106	Scissors large	No	50			
107	Pads page marker	No	50			
108	Correction Fluid 20ml	Pkt	250			
109	Multihole Sleeves as per	No	100			

	sample					
110	Name Tags 50s	No	100			
111	Pens uniball	Pkts	500			
112	Name Boards Clear Plastic Perplex 7"	btl	500			
113	Dusters Whiteboard	Pkt	10,000			
114	Fasteners, Acco No. 7	Pkt	10,000			
115	Fasteners, Acco No.8	Pkt	200			
116	Tape, Masking 1/2" x 72yards	No	2,000			
117	Tape, Masking 3/4" x 72yards	Pkt	2,500			
118	Tape, Masking 1" x 72 yards	Pkt	2,500			
119	Tapes Masking 2" x 72 yards	No	200			
120	Tapes, Cotton, 1/2" x 72 yards	Pkt	500			
121	Tapes, Packaging 3" x 72 yards	Pkt	500			
122	Sisal Rope	Roll.	200			
123	Desk organizers	Roll.	200			
124	Office dust bin	Roll.	200			
125	Label adhesive size KA2	No.	200			
126	Mouse computer HP model (as per sample)	No.	200			
127	DVD blank 4.7 GB (imation or equivalent)	No.	200			
128	Spine labels	Roll	200			
129	Wall Clock	No	200			

130	Ink Stamp Pad	No	100			
131	Ink Markers Refill	pkts	500			
132	Parker Pen Refills	No	50			
133	Paper Ivory Bond A4 250g	Pkt	250			
134	Papers Embossed	pkts	500			
135	Pins Staple 24/6-5m	No	100			
136	Pins Staple 23/17-H	No	100			
137	Staples Kyocera 8000i	No	100			
138	Fasteners No 8	No	100			
139	Sealing Wax	No	100			
140	File Movement Cards	No	100			
141	Tapes Binding 2"	No	100			
142	Tapes Ribbon 2"	No	100			
143	Rope Sisal Twine	No	100			
144	Rope Nylon 5/16"x 8	No	100			
145	Rope Nylon 3/8x10	No	100			
146	Rope Flag Standard Size	No	100			
147	National Flag 3x5ft	No	100			
	TOTAL TENDER PRICE					

Signature of tenderer _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

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 _____ 20 _____

[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 Certificate No.

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

Name of your bankers Branch

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full Age </p> <p>Nationality Country of origin </p> <ul style="list-style-type: none"> • Citizenship details • 																				
	<p>Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 30%;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td>Shares</td> <td></td> <td></td> <td></td> </tr> <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> </tbody> </table>		Name	Nationality	Citizenship Details	Shares				1.	2.	3.
	Name	Nationality	Citizenship Details																		
Shares																					
1.																		
2.																		
3.																		

	4.
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
Shares	Citizenship Details
1.....
2.....
3.....
4.....
5.....
Date Signature of Candidate	

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

8.4. FORM ME -5 -LITIGATION HISTORY

Name of Contract Supplier

Contractors/Suppliers should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution.

YEAR	AWARD FOR OR AGAINST	NAME OF CLIENT, CAUSE OF LITIGATION AND MATTER IN DISPUTE	DISPUTED AMOUNT (CURRENT VALUE, KSHS. EQUIVALENT

8.6 TENDER-SECURING DECLARATION FORM (To be filled on bidder's letterhead)

TENDER FOR:

To: Kenya School of Government

We, the undersigned, declare that:

1. We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for Tendering in any contract with the Procuring Entity for the period of time of 3 years starting on....., if we are in breach of our obligation(s) under the Tender conditions, because we:-
 - a. Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
 - b. Having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity:
 - i. Fail or refuse to execute the Contract, if and when required, or
 - ii. Fail or refuse to furnish the Performance Security, in accordance with the ITT.
3. We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of:-
 - a. Our receipt of your notification to us of the name of the successful Tenderer; or
 - b. Thirty days after the expiration of our Tender.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: _____ in the capacity of.....

Name:

Duly authorized to sign the Tender for and on behalf of:.....

Dated:.....
.....

8.7 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)

8.8 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 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]

8.10 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*]

8.11 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.

8.12 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

8.13 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 of20.....in the matter of Tender
No.....of20...

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...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
day of20.....

SIGNED
Board Secretary