

Republic of Kenya



THE COUNTY GOVERNMENT OF KISUMU

Department of Finance and Economic Planning

Tender No. CGK/F & EP/S/2019-2020-2020:2022/004

*Supply and Delivery of Office Stationery, Tonners &
Accountable Documents for the County Government of
Kisumu through Framework Agreement*

*County Secretary
The County Government of Kisumu
P O BOX 2738 -40100
KISUMU*

Dated: 7th November 2019

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SECTION I - INVITATION TO TENDER



The County Government of Kisumu

TENDERS

Invitation to Tender and Registration of Contractors the Supply and Delivery of Office Stationery, Tonners & Accountable Documents for The County Government of Kisumu through Framework Agreement

Note: Two Year Framework Contracts Renewable Annually Upon Satisfactory Performance

Tender Ref.	Item Description	Eligibility
CGN/T001/2019 - 2021	Supply and Delivery of Office Stationery, Tonners & Accountable Documents for The County Government of Kisumu through Framework Agreement	Open

Completed set of detailed tender documents can be downloaded freely from The County Government of Kisumu website: www.Kisumu.go.ke .

Completed tender documents in plain sealed envelopes bearing the Tender number on the top right hand Corner but with no indication of the Tenderer's name should be placed in the **Tender Box in the 2nd Floor** to; -

**The County Secretary
The County Government of Kisumu
P.O Box 2738 - 40100
Kisumu**

So as to reach not later than **19th Novemeber, 2019 at 2:00 p.m. East African time**. Tenders will be Opened immediately thereafter in the **Department of Agriculture Boardroom 11th Floor Wing -C**. Tenderers or their representatives who May wish to witness the tender openings are invited to attend.

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 supply goods as and when required basis by users.*
- 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 *No price shall be charged for the tender document.*
- 2.3.3 *All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.*

2.4. The 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 and Appendix to 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 through an addendum.*

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 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 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and*

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 Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price TENDER will be treated as nonresponsive 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 the goods 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

No tender security is required when submitting the bid, performance bid will not be submitted by successful bidders before contract signing.

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 Format and Signing of Tender

2.16.1 The Procuring entity shall prepare tender document.

2.16.2 *The filled tender document 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 deposit tender document in the tender box as provided in the advert.

2.18 Deadline for Submission of Tenders

*2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.1 not later than **(as per Tender notice)**.*

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 Entity 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.

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 **(as per Tender notice)** 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 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 No 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 affect 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 *The Procuring entity will promptly notify each unsuccessful Tenderer.*

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, date and stamp 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 THE TENDERERS

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

Instruction's to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: Firms supplying and delivering Stationery, Tonners & Accountable Documents Registered in Kenya
2.2.2	Price to be charged for tender documents. Free of Charge for those who download the document from The County Government of Kisumu website www.Kisumu.go.ke,
2.10	Particulars of other currencies allowed. None
2.11	Particulars of eligibility and qualifications documents of evidence required. Please see Mandatory requirements on 2.22 below
2.12.1	Particulars of tender security if applicable. Not Applicable
2.12.4	Form of Tender Security: Not Applicable
2.13	Validity of Tenders 120 days after date of Tender Opening.
2.14.1	Copies of Tender Documents to be Submitted: An original and one (1) copy
2.16.1	Address of Receiving Tenders: Completed Tender Documents should be deposited in the tender box provided at The County Government of Kisumu's Offices, 2nd floor and to be addressed to: County Secretary, The County Government of Kisumu, P. O. Box 2738 -40100, Kisumu
2.22	Evaluation and comparison of Tenders: The following evaluation criteria shall be applied not withstanding any other requirement in the tender documents. STAGE ONE: MANDATORY REQUIREMENTS (MR) The following requirements must be met IN totality by the tenderer:-

<i>Instruction to Tenderers</i>		<i>Particulars of appendix to instructions to tenderers</i>	
	NO.	Requirements	Responsive Or Not Responsive
	MR1	<i>Must Submit A Copy Of Certificate Of Incorporation/Registration</i>	
	MR2	<i>Submit Valid Business Permit from Any County Government in Kenya.</i>	
	MR3	<i>Submit A Copy of Valid Tax Compliance Certificate.</i>	
	MR4	<i>Must Fill the Form of Tender, Sign, Date & Stamp It Accordingly.</i>	
	MR5	<i>Must Submit A Dully Filled Up Confidential Business Questionnaire In Format Provided</i>	
	MR6	<i>Must Submit Cr12 and Identity Cards (IDS) Copy or Passport for Every Director Appearing On Cr12 Not Applicable for Sole Proprietors/Business Names.</i>	
	MR7	<i>Furnish A Duly Signed, Dated and Stamped Declaration in Format Provided That as The Bidder, You Have Not Been Debarred From Participating In Procurement Proceedings</i>	
	MR8	<i>Furnish A Duly Signed, Dated and Stamped Declaration in Format Provided That as The Bidder, You Have Not Been Convicted of Corrupt or Fraudulent Practices; And That You Are Not Guilty of Any Serious Violation of Fair Employment Laws and Practices.</i>	
	MR.9	<i>Fill The (Ifmis) Form Attached On the Last Page by Proving The Relevant Information Required On Each Row</i>	
NOTE	<i>At this stage the tenderer's submission will either be responsive or non responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.</i>		

STAGE 2: TECHNICAL EVALUATION

This section (Technical Evaluation) will carry a total of 100% of the whole evaluation.

No.	Evaluation Attribute	Weighting Score	Max. Score (%)	Tender's Response
T.S.1	<i>Number of years in the business of supplying and delivering of stationery</i>	<ul style="list-style-type: none">• 5 years and above – 20%• Others prorated at: $\frac{\text{Number of Years} \times 20\%}{5}$	20%	
T.S. 2	<i>Provide a list of clients and give references to which</i>	<input type="checkbox"/> 5 or more Clients with references letters from the	40%	

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 alterations 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 period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity*
- (b) *if the tenderer fails to perform any other obligation(s) under the Contract*
- (c) *if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract*

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

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 those in the GCC.

4.0 Delivery

*Delivery shall be on “as and when required” basis to County Government, Government Ministries / Departments & Public Institutions. (See **clause 3.10. of the General Conditions of Contract**)*

4.1 Payment

*This being a tender for the **SUPPLY AND DELIVERY OF OFFICE STATIONERY, TONNERS & ACCOUNTABLE DOCUMENTS** to County Government, Government Ministries / Departments & Public Institutions for **a period of Years (3) Years commencing from the date of Contract Signing**, respective Procuring entities shall pay directly to the contractor on receipt of goods ordered, which in any case shall be within 30 days of receipt. (See **clause 3.12 of the General Conditions of Contract**)*

*4.2 Goods supplied against the contract proceeding from this procurement shall be fully insured against loss, damage incidental to manufacture or acquisition, transportation, storage and delivery to the tune of 110% of the contract value and the procuring entity will not be liable for any damage or loss prior to delivery (See **clause 3.11 of the General Conditions of Contract**).*

*4.3 Prices quoted **SHALL BE IN KENYA SHILLINGS** and should include all costs of shipment and handling until the goods are actually received at the respective Procuring Entity's premises.*

4.4 A market Survey will be undertaken by the procuring entity to ascertain the veracity of prices quoted for items recommended for award against the prevailing competitive market prices and due diligence to confirm and verify the qualifications of the tenderer who submitted the lowest evaluated responsive tender to be awarded the contract.

4.5 Blacklisted, debarred and suspended firms are not eligible for this procurement.

4.6 Tenderers are advised to quote their bid prices in the original price schedule provided in this tender document. Introduction of a price schedule different from the one provided in this document in section (vi) will lead to disqualification.

4.7 Tenderers, who do not qualify for contract award and may wish to collect their samples, shall do so within a period of thirty (30) days of Tender Notification.

4.8 Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.1.1 (a) Parties to the contract 3.1.1 (c) Goods	The contract shall be between The County Government of Kisumu and Supplier(s) The contract is for the supply and delivery of various Office stationery at contract price and in the quantity and period to be determined on as and required basis by procuring entities.
3.5.2 Contract document/Information	The client will only recognize the supplier with whom the contract is entered into for purposes of discharging contractual obligations.
3.7.1 Performance security	Not Applicable.
3.8 Inspection and Tests	The client may opt to carry out a pre-inspection of the ordered items before actual delivery is made to which the supplier is obligated to facilitate.
3.10.1 Delivery of goods	The delivery period for the goods shall be within a period of 30 days and not exceeding 45 days on placing an LPO unless specifically indicated by the respective procuring entity.
3.12.1 Terms of payment	Payment shall be made within a period of 30 days after full delivery of goods as prescribed in the LPO.
3.13.1 Prices	The prices offered shall be fixed for the period stated in the Tender Invitation. However adjustment can be made upon application by the Supplier requesting for the same based on justifiable economic changes during the intervening period.
3.17.1 Liquidated damages	Clause is applicable.
3.18 Resolution of disputes	Clause is applicable.

SECTION VII -SPECIFICATIONS / PRICE SCHEDULE FOR GOODS

Name of tenderer Tender Number Page of

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

TENDER NO. CGN/F & EP/STA & FUN/2019-2020-2021/004

SUPPLY OF OFFICE STATIONERY, TONNERS & ACCOUNTABLE DOCUMENTS

No	Product	Specifications	Units Of Measurement	Price
	HP 305 A	BLACK		
	HP 305 A	YELLOW		
	HP 305 A	MAGENTA		
	HP 305 A	CYAN		
	HP 648 A	MAGENTA		
	HP 648 A	YELLOW		
	HP 35 A	BLACK		
	HP 648 A	CYAN		
	HP 647 A	BLACK		
	HP 201 A	MAGENTA		
	HP 201 A	CYAN		
	HP 201 A	BLACK		
	HP 201 A	YELLOW		
	HP 508 A	MAGENTA		
	HP 508 A	YELLOW		
	HP 508 A	BLACK		
	HP 508 A	CYAN		
	HP 410 A	MAGENTA		
	HP 410 A	YELLOW		
	HP 410 A	BLACK		
	HP 410 A	CYAN		
	HP 130 A	BLACK		
	HP 130 A	MAGENTA		
	HP 130 A	YELLOW		
	HP 130 A	CYAN		
	HP 205 A	BLACK		
	HP 205 A	MAGENTA		
	HP 205 A	CYAN		
	HP 205 A	YELLOW		
	LASERJET 901	BLACK		
	HP 80 A	BLACK		
	HP 26 A	BLACK		
	HP 17 A	BLACK		
	HP 19 A	BLACK		
	HP 30 A	BLACK		
	HP 83 A	BLACK		
	HP 85 A	BLACK		
	HP 05 A	BLACK		
	HP 51 A	BLACK		
	HP 32 A	BLACK		
	HP 78 A	BLACK		
	HP 49 A	BLACK		
	HP 53 A	BLACK		
	HP 55 A	BLACK		
	HP 312 A	BLACK		
	TK 475	BLACK		
	TK 405	BLACK		
	TK 6305	BLACK		
	TK 1140	BLACK		
	TK 4105	BLACK		
	TK 435	BLACK		
	TK 6115	BLACK		

	TK 1120	BLACK		
	TK 7105	BLACK		
	KYOCERA HFFAF-01AC1A2	BLACK		
	KYOCERA ABSP2H-AT2	BLACK		
	KYOCERA FS-1025-MFP/1060 N	BLACK		
	KYOCERA 410/435	BLACK		
	TK 8335	BLACK		
	TK 8335	YELLOW		
	TK 8335	MAGENTA		
	TK 8335	CYAN		
	Laserjet Printer	Laserjet Printer (B/W) 35 Ppm	Each	
	Laserjet Printer Toner	Laserjet Printer (B/W) Toner	Each	
	Laserjet Printer	Laserjet Colour Printer 35 Ppm	Each	
	Laserjet Printer Toner	Laserjet Colour Printer Toner	Each	
	Inkjet Printer	Inkjet Colour Printer 35 Ppm	Each	
	Inkjet Toner	Inkjet Colour Printer Toner Set	Each	
	Internal Hard Disk	2Tb (Sata)	Each	
	Internal Hard Disk	1 Tb (Sata)	Each	
	Internal Hard Disk	750 Gb (Sata)	Each	
	Internal Hard Disk	500 Gb (Sata)	Each	
	External Hard Disk	2Tb (Sata)	Each	
	External Hard Disk	1 Tb (Sata)	Each	
	External Hard Disk	750 Gb (Sata)	Each	
	External Hard Disk	500 Gb (Sata)	Each	
	Ram	4Gb	Each	
	Ram	2Gb	Each	
	Ram	1Gb	Each	
	Flash Disk	2 Gb	Each	
	Flash Disk	4 Gb	Each	
	Flash Disk	8 Gb	Each	
	Flash Disk	16 Gb	Each	
	Flash Disk	32 Gb	Each	
	Blank Cd	700 Mb	Each	
	Blank Dvd/RW	4.7 Gb	Each	
	Antivirus	One User License, 1 Yrs Warranty	Each	
	Antivirus	Multi user license, 1 year warranty	Each	
	MS Office software	2013 Standard	Each	
	MS Office software	2013 Professional	Each	
	MS Office software	2016 Standard	Each	
	MS Office software	2016 Professional	Each	
	Windows operating system	Windows 10 Professional	Each	
	Laptops	250 Gb Hhd, Intel Celeron Processor,2Gb Ram	Each	
	Laptops	500 Gb Hhd, Core I3 Processor, 4Gb Ram	Each	
	Laptops	750 Gb Hhd, Core I5 Processor, 4Gb Ram	Each	
	Laptops	1 Tb Hhd, Core I7 Processor, 8Gb Ram	Each	
	Desktop	500Gb Hdd, Core I3,Ram 8.0 Gb,15"Tft/Lcd	Each	
	Desktop	1Tb Hdd , Core I3,Ram 8.0 Gb,15"Tft/Lcd	Each	
	Desktop	1Tb Hdd, Core I5,Ram 5.0 Gb,17"Tft/Lcd	Each	
	Desktop	1Tb Hdd, Core I5,Ram 4.0 Gb,19"Tft/Lcd	Each	
	Desktop	750Gb Hdd, Core I7,Ram 4.0 Gb,19"Tft/Lcd	Each	
	Desktop	1Tb Hdd, Core I7,Ram 4.0 Gb,19"Tft/Lcd	Each	
	Tft/Lcd Screen	15"	Each	
	Tft/Lcd Screen	17"	Each	
	Tft/Lcd Screen	19"	Each	

Tft/Lcd Screen	21"	Each	
Ups	750 Volts/500 Watts	Each	
Modem	3 G	Each	
Tablet	10 "	Each	
Tablet	8 "	Each	
Tablet	7"	Each	
Computer Dust Blower	1500 W	Each	
Optical Mouse	Optical	Each	
Ordinary Mouse	Ordinary	Each	
Intex 600W Power Supply		Each	
Power Cable		Each	
Vga Cable		Each	
Speakers	Intex/Creative	Each	
Projector		Each	
Scanner		Each	
Wireless Access Point		Each	
Wireless Broadband Router		Each	
Dlink Wireless Adapter		Set	
T-link Router		Each	
Keyboard	Standard	Each	
Laptop Charger		Each	
Cmos Battery		Each	
Laptop Battery		Each	
Usb Hub Extension Cable	1.5 Mts	Each	
Computer Cleaning Foam	500 Ml	Each	
Extension Cable	2 Way	Each	
Extension Cable	3 Way	Each	
Extension Cable	4 Way	Each	
Refrigerator	Mini (4.7 Cubic Feet)	Each	
Refrigerator	Single Door (7.5 Cubic Feet)	Each	
Refrigerator	Double Door (7.5 Cubic Feet)	Each	
Electric Cooker	"1 Plate"	Each	
Electric Cooker	"2 Plate"	Each	
Electric Cooker	"4 Plate"	Each	
Cooker	2 Gas + Grill	Each	
Cooker	3 Gas+1 Electric	Each	
Cooker	4 Gas+ Oven +Grill	Each	
Water Dispenser	Free Standing Hot And Cold	Each	
Water Dispenser	Table Top Hot And Normal	Each	
Vacuum Cleaner	Canister 1.5 L, 2000W	Each	
Vacuum Cleaner	Pot 18L, 2000W	Each	
Television	40 Inches Lcd	Each	
Television	32 Inches Lcd	Each	
Television	40 Inches Led	Each	
Television	32 Inches Led	Each	
Air Conditioner	Single Split System	Each	
Standing Fan	With Remote Control	Each	
Table Fan	With Remote Control	Each	
Celling Fan	With Remote Control	Each	
Fullscap paper		Ream	
Transparencies	A4	Ream	
Photocopy paper	A4, 80 mg	Ream	
Photocopy paper	A3, 80 mg	Ream	
Carbon paper	A4	Packet of 100	
Hard cover book	4 Quire	Each	
Hard cover book	3 Quire	Each	
Hard cover book	2 Quire	Each	
Note Books shorthand	A4	Each	
Drafting pad	A4	Each	
Yellow stickers	Small size	Packet of 12	
Yellow stickers	Large Size	Packet of 12	
Envelops	A3, Khaki	Packet of 25	
Envelops	A4, Khaki	Packet of 25	

Envelops	A5, Khaki	Packet of 25
Envelop	9"X4"	Packet of 25
Box File	A4	Each
Box File A5	A5	Each
Spring Files plastic	plastic	Each
Glue Paste	20 g stick	Each
Glue Paste	36 g stick	Each
Glue liquid	90 g bottle	Each
Ink Stamp		Each
Ink Pad		Each
White board markers	Packet of 10	Each
Fountain Pen	Uses Ink	Each
Biro Pen	fine Tipped	Each
Biro Pen	normal	Each
Pencil	2HB	Each
Paper Clips	Small size	Box of 100
Paper Clip	Large size	Box of 100
Urgent Stickers		1 Roll
Very Urgent Stickers		1 Roll
Document wallet	A4, Plastic	Each
Document wallet	A4, non-plastic	Each
Staple Remover		Each
Paper Pins	packet of 100g	Each
Paper Punch	Small size	Each
Paper Punch	Medium size	Each
Paper Punch	Giant size	Each
Stapler	Giant size	Each
Stapler	Medium size	Each
Stapler	Small size	Each
Staple pins	medium 24/6	Packet of 5000
Staple pins	Medium 23/17	Packet/box of 1000
Cello Tape	1 inch, 18mm,50 meters	Each
Cello Tape	1 inch,48mm,50mtrs	Each
Cello Tape	1 inch, 48mm,35 meters	Each
Cello Tape	1 inch,48mm,25mtrs	Each
Cello Tape	1 inch, 24mm,25 meters	Each
Cello Tape	1 inch,24mm,35mtrs	Each
Paper shredder	bin size: 132 litres	Each
Paper shredder	bin size: 114 litres	Each
Paper shredder	bin size: 83 litres	Each
Paper shredder	bin size: 68 litres	Each
Paper shredder	bin size: 60 litres	Each
Paper shredder	bin size: 32 litres	Each
Paper shredder	bin size: 23 litres	Each
Paper shredder	bin size: 19 litres	Each
Paper shredder	bin size: 15 litres	Each
Paper shredder	bin size: 13 litres	Each
Paper shredder	bin size: 10 litres	Each
Dust Coat		Each
National Flag	6'X4'	Each
National Flag	3'X2'	Each
Branded Envelops buff manila 5 x 10 (1pkt x 100)- A4	Biro pen	No
Branded Envelops buff manila 5 ½ x 14 (1pkt x 100)- A5	Carbon paper A4 Blue(typewriter)	Pkt
Branded Envelop buff manila 6 ½ x 9(1pkt x 100)	Correcting fluid(stencil)	Bottle
Branded ENVELOP BUFF MANILLS 8 X 3 (1PKT X 100)	Diaries desk size 140mm x 20cm	No
Branded Envelop buff manila 3 ½ x 6 (10pkt x 100)- A3		Pkt
Branded Envelop buff manila 13 x 18 (1pkt x 100)		Pkt
Eraser ink		Pkt
Eraser pencil		Pkt
File spring back -plastic		Pkt
Office glue 90gm		Pkt
Ink duplicating (gestetner) black		Pkt

Counter book 2 quire	No
Counter book 3 quire	No
Counter book 4 quire	No
Counter book 6 quire	Bottle
Pads for rubber stamps(red0	Tube
Pads for rubber stamps (violet)	Box
Paper ruled foolscaps 372mm x197mm	Box
Paper blue plain foolscaps 372mm x 297mm	Box
Paper typing fine A4	Box
Paper duplicating foolscaps	No
Paper manila	No
Rubber bands(thick)	No
Ruler flat 30cm	No
Ruler flat 40cm	No
Ruler plastic	No
Sealing wax, superior (box of 10)	No
Stapling machine size 4/6/75	Box
Staples for stapling machine size (24/6/75	Box
Stapling Machines offrex Samson 60" large size	Box
Staples for stapling machine offrex Samson 60" large	Box
Stapling machine 50/60	Box
Staples for stapler 50/60	No
White-out fluid	Pkt
Field notebooks - 100pages	No
Pencil HB	Pkt
Pins common (office pins)	No
Felt pen Pelican	Pkt
Photocopying ink Kucera 2030km	Bottle
Typewriter ribbon(manual)	No
Fax roll 1" core 210cm x 30cm	No
Printing papers (computer) White in color	No
Printing papers (computer) Yellow in color	Pkt
2HB hard pencils	Tube
Flip charts	No
Stamp ink	Roll
Master roll	Ream
A3 papers	Ream
HP Laser Jet 35A(cartridge toner)	No
HP Laser Jet Q2612A	Pad
HP Laser Jet P2014	No
Cartridge Toner for photo-copies Kyocera KM 2030	No
Stick pads	Ream
Thermol Rolls size 79mm x 60mm x 13mm	No
Cello tape - Big size	No
Cello tape - Medium size	No
Cello tape - Small size	No
Paper Bunch	No
Ball point teepee	Roll
Box file	Roll
Basket waste paper wired	Roll
Basket waste paper grey(Bamboo)	Roll
Brushes Typewriter long handled	No
Brushes Typewriter tooth brush pattern	Pkt
Carbon Paper Black (Typewriter)	No.
Carbon Paper A5 Blue(297mmx420mm)	No
Cello Tape	No
Clips Bulldog Large	No
Clips Bulldog Medium	No
Clips Paper Large	Pkt
Clips Paper Small	Pkt
Typewriter Circular	Ptk
Typewriter C/w Brush	Pkt
File fastenerAcc.NO.27x51/2cmx50	Pkt
File Fastener Acc.NO.17x3cmx50	Pkt

Files Box "f" cap large with heads		Pkt	
File Manila buff		No	
Gloy, W/brush in 150gm bottles		No	
Ink Duplicating for electric (rex rotary)		Pkt	
Ink Duplicating black(roneo)		Pkt	
Ink violet endorsement		No	
Label self adhesivex100		No	
Letter Opener		No.	
Roll paper adding machine 6mm		Tube	
Roll paper adding machine87mm		Tube	
Typewriter ribbon manual		Tube	
Typewriter ribbon electric		Bottle	
Paper shredder		No	
Urgent Stickers		Roll	
Wrapping paper brown thin 75cmx100		Roll	
Shorthand notebook springback210mmx125mm		Roll	
Tracing paper		Roll	
Mutation Forms		No	
Computation sheets		No	
Angel Forms		Pkt	
Iron pins		No	
Clutch pencil		Ream	
Heavy Duty Punching machine		Ream	
Giant stappling machine		Ream	
Assets register books		Ream	
Bond books		Pkt	
F.O. 20 payment voucher		Dozen	
F.O. 22 payment voucher		Dozen	
Imprest warrant books		Dozen	
Imprest register books		Dozen	
Inspection and acceptance book		Dozen	
Invoice sundry debtors books		Dozen	
Local purchase order (LPO)		Dozen	
Local service order (LSO)		Dozen	
Memorandum cash book		Dozen	
Miscellaneous income		Dozen	
Request to procure books		Dozen	
S12 books		Dozen	
S11 books		Dozen	
S13 books		Dozen	
S3 cards - ledger cards		Dozen	
Three - column cash book		Dozen	
Vote books		Dozen	
Trade lincence books		Dozen	
Invoice demand not book		Dozen	
Cattle action books		Dozen	
Detail order		Dozen	

Signature of tenderer _____

SECTION VIII - STANDARD FORMS

Notes on the sample Forms

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.

2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.

3. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.

4. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security acceptable to the procuring entity.

5. Manufacturers Authorization Form - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8.1 **FORM OF TENDER**

Date _____

Tender No. **CGN/T008/2019-2021**

To: **The County Secretary
The County Government of Kisumu
P. O. Box 2738 - 40100
Kisumu**

Sir/Madam:

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 and deliver, **Supply and Delivery of Office Stationery, Tonners & Accountable Documents** in conformity with the said tender documents for the sum of, as per the price schedule..... (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 supply and deliver **Supply and Delivery of Office Stationery, Tonners & Accountable Documents** 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 [120] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
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 or 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

<p>Part 2 (a) – Sole Proprietor Your name in full Age Nationality Country of origin</p> <p><input type="checkbox"/> Citizenship details</p> <p><input type="checkbox"/></p>																								
<p>Part 2 (b) Partnership Given details of partners as follows:</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship Details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.				
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3.																					
4.																					
<p>Part 2 (c) – Registered Company Private or Public</p> <p>State the nominal and issued capital of company- Nominal Kshs. Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship Details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.....</td> <td>.....</td> <td>.....</td> <td>2.</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.....	2.	3.	4.	5.
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If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

8.3 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)

8.4 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.

8.5 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

SELF-DECLARATION FORMS

1. ANTI-CORRUPTION DECLARATION

We (insert the name of the company / supplier)

.....
Declares and guarantees that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply –

- a. The person shall be disqualified from entering into a contract for the procurement; or*
- b. If a contract has already been entered into with the person, the contract shall be voidable at the option of The County Government of Kisumu.*
- c. The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy that The County Government of Kisumu may have.*

Name ***Signature***..... ***Date***

Company Seal/ Business Stamp

2. ANTI-FRAUDULENT PRACTICE DECLARATION

We (insert the name of the company / supplier)

.....
Declares and guarantees that no person in our organization has or will be involved in a fraudulent practice in any procurement proceeding.

Name *Signature*..... *Date*

Company Seal / Business Stamp

3. NON - DEBARMENT DECLARATION

We (insert the name of the company/ supplier

.....
Declares and guarantees that no director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

Name *Signature*..... *Date*

Company Seal/ Business Stamp

Republic of Kenya



THE COUNTY GOVERNMENT OF KISUMU

Office of the County Treasury

E- PROCUREMENT SUPPLIER REGISTRATION FORM

S/No	DESCRIPTION	COMPANY DETAILS
1	Company IFMIS Number	
2	Company Name / Account Name	
3	Bank Name	
4	Bank Branch Name	
5	Bank Account Number	
6	P.O Box	
7	Town	
8	Postal Code	
9	E-Mail Address - Must Be Valid	
10	Company Registration Number	
11	Company KRA Pin Number	
12	Business Classification	
13	Name Of Contact Person	
14	Telephone Number Of Contact Person	

ATTACH THE FOLLOWING

- 1. Cert of Registration :-
- 2. Tax Compliance :-

Signed by

Signature

.....
(Date and Official Company Stamp)