

**REPUBLIC OF KENYA**



**COUNTY GOVERNMENT OF KIRINYAGA**

**P.O. BOX 260 - 10304,**

**KUTUS.**

**PRE-QUALIFICATION LIST UPDATING**

**REGISTRATION OF SUPPLIERS FOR SUPPLY AND DELIVERY OF ASSORTED STATIONERY AND  
OFFICE SUPPLIES.**

**FOR**

**FINANCIAL YEARS 2022-2023/2023-2024**

**TENDER REGISTRATION NO:CGK/RG/001/2022-2023/2023-2024**

**TENDER CLOSING DATE: 16 TH NOVEMBER, 2023**

**TIME: 11:00AM**

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## REGISTRATION FORM

NAME OF THE FIRM .....

IFMIS. NO.....

CATEGORY .....

REFERENCE NO.....

IF AGPO registered firm, please specify the category: -

YOUTH \_\_\_\_\_

WOMEN \_\_\_\_\_

PWD \_\_\_\_\_

**SUPPLIERS, CONTRACTORS & CONSULTANTS**

**FYs 2022-2023/2023-2024**

**PLEASE FILL ALL THE DETAILS IN THIS PAGE:**

**1. Company Name** \_\_\_\_\_

<b>2. Physical Location</b>	
<b>3. PO Box</b>	

**4. Telephone No.(s)- Landline** \_\_\_\_\_

**5.Contact Person** \_\_\_\_\_

**Mobile** \_\_\_\_\_

**6.Category** \_\_\_\_\_

(This Registration Document is for use with a Standard Tender Document inviting for tenders)

## INVITATION TO APPLY FOR REGISTRATION

### REGISTRATION OF SUPPLIERS FOR SUPPLY AND DELIVERY OF ASSORTED STATIONERY AND OFFICE SUPPLIES FOR THE YEAR 2022-2023/2023-2024

The County Government of Kirinyaga intends to register suppliers for supply and delivery of assorted stationery and office supplies for the Year 2022-2023/2023-2024.

Registration will be conducted through (National Tender) procedures using a standardized registration document and will be restricted to AGPO registered applicants who register.

Interested and eligible candidates may obtain detailed information and inspect the Registration Document at Kirinyaga County Headquarters, Kutus, **Supply Chain Management Office, Room B15** during normal working hours. Interested and eligible applicants may obtain further information from and inspect the registration documents at **Director Supply Chain Management Office, 1st Floor, Kirinyaga County Headquarters, Kutus** during normal working hours.

A complete set of registration documents may be obtained by interested bidders from the Public Procurement Information Portal website <http://tenders.go.ke> or the County website [www.kirinyaga.go.ke](http://www.kirinyaga.go.ke). Bidders who download the documents from the website **MUST** forward their particulars (Name, contacts, physical address and the tender no. / Description) immediately to [procurement@kirinyaga.go.ke](mailto:procurement@kirinyaga.go.ke) for recording and any further clarifications or addendums.

***Tenderers shall ensure that the submitted bid (documents) is (are) serialized/paginated, and intact. (i.e., each page in the submitted bid shall have page numbers/serial identification).***

Completed registration document **WITH** introductory letter should be enclosed in plain sealed envelopes marked with Registration reference number and be deposited in the Tender Box located at **1<sup>st</sup> Floor, County Government of Kirinyaga Headquarters, Kutus Town** or be addressed and mailed to:

**The County Secretary & Head of Public Service,  
County Headquarters,  
P.O Box 260 – 10304,  
Kutus.**

so as to be received on or before, on or before ***Thursday 16TH NOVEMBER, 2023 AT 11.00 AM.***

Tenders will be opened immediately thereafter in the presence of the bidders or their representatives who choose to attend the opening at The County Headquarters, 3<sup>rd</sup> Floor, Conference Room.

Late bids **SHALL NOT** be accepted.

**Note:** This is a tender for registration of suppliers and **NOT** for Tender for supply and delivery of goods.

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## **PART 1 - TENDERING PROCEDURES**

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## SECTION I: INSTRUCTIONS TO TENDERERS

### A General Provisions

#### 1. Scope of Tender

- 1.1 The Procuring Entity as defined in the TDS invites tenders for supply of goods and, if applicable, any Related Services incidental thereto, as specified in Section V, Supply Requirements. The name, identification, and number of lots (contracts) of this Registration Document are specified in the TDS.
- 1.2 Throughout this registration document:
- a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the **TDS**, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;
  - b) if the context so requires, “singular” means “plural” and vice versa;
  - c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Entity. It excludes official public holidays.

#### 2. Fraud and Corruption

- 2.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.
- 2.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.
- 2.3 Unfair Competitive Advantage - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the Data **Sheet** and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.

#### 3. Eligible Tenderers

- 3.1 A Tenderer may be a firm that is a private entity, an individual, a state-owned enterprise or institution subject to ITT3.7, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. Public employees and their close relatives (*spouses, children, brothers, sisters and uncles and aunts*) are not eligible to participate in the tender.

In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. The maximum number of JV members shall be specified in the **TDS**.

- 3.2 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.

- 33 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
- a) directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
  - b) receives or has received any direct or indirect subsidy from another Tenderer; or
  - c) has the same - representative or ownership as another Tenderer; or
  - d) has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
  - e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods that are the subject of the Tender; or
  - f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation; or
  - g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the **TDS** ITT 1.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or has a close business or family relationship with a professional staff of the Procuring Entity (or of the project implementing agency, who: (i) are directly or indirectly involved in the preparation of the tendering document or specifications of the Contract, and/or the Tender evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tendering process and execution of the Contract.
- 34 A tenderer shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified.
- 35 A firm that is a Tenderer (either individually or as a JV member) shall not submit more than one Tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member, may participate as a subcontractor in more than one Tender. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender.
- 36 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT3.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the Contract including related Services.
- 37 A Tenderer that has been debarred by the PPRA from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the PPRA's website [www.ppra.go.ke](http://www.ppra.go.ke)
- 38 Tenderers that are state-owned enterprises or institutions may be eligible to compete and be awarded a Contract(s) only if they are (i) a legal public entity of the state Government and/or public administration, (ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis. Public employees and their close relatives are not eligible to participate in the tender.
- 39 Tenderers may be ineligible if their countries of origin (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or(b) by an act of



compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting for supply of goods or services from that country, or any payments to any country, person, or entity in that country. A tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

- 3.10 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.
- 3.11 Where the law requires tenderers to be registered with certain authorities in Kenya, such registration requirements shall be defined in the TDS
- 3.12 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website [www.cak.go.ke](http://www.cak.go.ke).
- 3.13 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

#### **4 Eligible Goods and Related Services**

- 4.1 All the Goods and Related Services to be supplied under the Contract shall have their origin in any country that is eligible in accordance with ITT 3.9.
- 4.2 For purposes of this ITT, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” include services such as insurance, installation, training, and initial maintenance.
- 4.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 4.4 A procuring entity shall ensure that the items listed below shall be sourced from Kenya and there shall be no substitutions from foreign sources. The affected items are:
- a) motor vehicles, plant and equipment which are assembled in Kenya;
  - b) furniture, textile, foodstuffs, oil and gas, information communication technology, steel, cement, leather, agro-processed products, sanitary products, and other goods made in Kenya; or
  - c) goods manufactured, mined, extracted or grown in Kenya.
- 4.5 Any goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

#### **5 Sections of Tendering Document**

- 5.1 The tendering document consist of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITT8.

## **PART 1: Tendering Procedures**

- i) Section I - Instructions to Tenderers (ITT)
- ii) Section II - Tendering Data Sheet (TDS)
- iii) Section III - Evaluation and Qualification Criteria
- iv) Section IV - Tendering Forms

## **PART 2: Supply Requirements**

- v) Section V - Schedule of Requirements

## **PART 3: Contract**

- vi) Section VI - General Conditions of Contract (GCC)
- vii) Section VII - Special Conditions of Contract (SCC)
- viii) Section VIII- Contract Forms

- 52 The notice of Invitation to Tender or the notice to the prequalified Tenderers issued by the Procuring Entity is not part of the tendering document.
- 53 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the minutes of the pre-tender meeting (if any), or addenda to the tendering document in accordance with ITT7.
- 54 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

## **6 Clarification of Tendering Document**

- 61 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT 6.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender documents in accordance with ITT 5.3, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents following the procedure under ITT 7.
- 62 The Procuring Entity shall specify in the **TDS** if a pre-tender conference will be held, when and where. The Tenderer's designated representative is invited to attend a pre-Tender meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 63 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.
- 64 Minutes of the pre-Tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.
- 65 The Procuring Entity shall also promptly publish anonymized (*no names*) Minutes of the pre-Tender meeting at the web page identified **in the TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made

by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 7 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

## **7. Amendment of Tendering Document**

- 7.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the tendering document by issuing addenda.
- 7.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tender document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 7.1.
- 7.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT 21.2.

## **C. Preparation of Tenders**

### **8. Cost of Tendering**

- 8.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

### **9. Language of Tender**

- 9.1 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity, shall be written in English Language. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English Language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

## **10. Documents Comprising the Tender**

- 10.1 The Tender shall comprise the following:
- a) Form of Tender prepared in accordance with ITT11;
  - b) Price Schedules: completed in accordance with ITT 11 and ITT 13;
  - c) Tender Security or Tender-Securing Declaration, in accordance with ITT 18.1;
  - d) Alternative Tender: if permissible, in accordance with ITT12;
  - e) Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT19.3;
  - f) Qualifications: documentary evidence in accordance with ITT 16.2 establishing the Tenderer qualifications to perform the Contract if its Tender is accepted;
  - g) Tenderer Eligibility: documentary evidence in accordance with ITT16.1 establishing the Tenderer eligibility to tender;
  - h) Eligibility of Goods and Related Services: documentary evidence in accordance with ITT 15, establishing the eligibility of the Goods and Related Services to be supplied by the Tenderer;
  - i) Conformity: documentary evidence in accordance with ITT15.2 that the Goods and Related Services conform to the tender document; and
  - j) any other document required in the **TDS**.

102 In addition to the requirements under ITT 10.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.

103 The Tenderer shall furnish in the Form of Tender information on commissions gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Tender.

## **11. Form of Tender and Price Schedules**

11.1 The Form of Tender and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialise pages of all tender documents submitted.

## **12. Alternative Tenders**

12.1 Unless otherwise specified **in the TDS**, alternative Tenders shall not be considered.

## **13. Tender Prices and discounts**

13.1 The prices quoted by the Tenderer in the Form of Tender and in the Price, Schedules shall conform to the requirements specified below.

13.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.

13.3 The price to be quoted in the Form of Tender in accordance with ITT10.1 shall be the total price of the Tender, including any discounts offered.

13.4 The Tenderer shall quote any discounts and indicate the methodology for their application in the form of tender. Conditional discounts will be rejected.

13.5 Prices quoted by the Tenderer shall be fixed during the performance of the Contract and not subject to variation on any account, unless otherwise specified **in the TDS**. A Tender submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITT 28. However, if in accordance with **the TDS**, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract, a Tender submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

13.6 If specified in ITT 1.1, Tenders are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified **in the TDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 13.4 provided the Tenders for all lots (contracts) are opened at the same time.

13.7 The terms EXW, CIP, CIF, DDP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce.

13.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Tendering Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Tenders by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered. In quoting prices, the Tenderer shall be free to use transportation through carriers registered in any eligible country.

Similarly, the Tenderer may obtain insurance services from any eligible country in accordance with ITT 3.6, Eligible Tenders. Prices shall be entered in the following manner:

- a) For Goods manufactured in Kenya:
  - i) the price of the Goods quoted EXW/ (ex-works, ex-factory, ex warehouse, ex showroom, or off-the- shelf, as applicable) final destination point indicated in the **TDS**, including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
  - ii) any sales tax and other taxes which will be payable in Kenya on the Goods if the Contract is awarded to the Tenderer; and
  - iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination specified **in the TDS**.
- b) For Goods manufactured outside Kenya, to be imported:
  - i) the price of the Goods, quoted CIP named place of destination, in Kenya, as specified **in the TDS**;
  - ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination specified **in the TDS**;
- c) For Goods manufactured outside Kenya, already imported:
  - i) the price of the Goods, including the original import value of the Goods; plus, any mark-up (or rebate); plus, any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;
  - ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
  - iii) any sales and other taxes levied in Kenya which will be payable on the Goods if the Contract is awarded to the Tenderer; and
  - iv) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified **in the TDS**.
- d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).

#### **14 Currencies of Tender and Payment**

**141** The currency (ies) of the Tender, the currency (ies) of award and the currency (ies) of contract payments shall be the same.

**142** The Tenderer shall quote in Kenya shillings. If allowed in the **TDS**, the Tenderer may express the Tender price in any currency, provided it shall use no more than two foreign currencies in addition to the Kenya Shilling.

**143** The rates of exchange to be used by the Tenderer shall be based on the exchange rates provided by the Central Bank of Kenya on the date 30 days prior to the actual date of tender opening.

#### **15 Documents Establishing the Eligibility and Conformity of the Goods and Related Services**

**151** To establish the eligibility of the Goods and Related Services in accordance with ITT 15, Tenderers shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Tendering Forms.

**152** To establish the conformity of the Goods and Related Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.

**153** The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance



- characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.
- 154 The Tenderer shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the TDS** following commencement of the use of the goods by the Procuring Entity.
- 155 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

## **16. Documents Establishing the Eligibility and Qualifications of the Tenderer**

- 161 To establish Tenderer eligibility in accordance with ITT 4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.
- 162 The documentary evidence of the Tenderer qualifications to perform the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction:
- a) that, if required **in the TDS**, a Tenderer that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Tendering Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Kenya;
  - b) that, if required **in the TDS**, in case of a Tenderer not doing business within the Kenya, the Tenderer is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
  - c) that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

## **17. Period of Validity of Tenders**

- 171 Tenders shall remain valid for the Tender Validity period specified **in the TDS**. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Procuring Entity in accordance with ITT 21.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 172 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 18, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 17.3.
- 173 If the award is delayed by a period exceeding the number of days to be specified in the **TDS** days beyond the expiry of the initial tender validity period, the Contract price shall be determined as follows:
- a) in the case of **fixed price** contracts, the Contract price shall be the tender price adjusted by the factor specified **in the TDS**;
  - b) in the case of **adjustable price** contracts, no adjustment shall be made; or in any case, tender evaluation shall be based on the tender price without taking into consideration the applicable correction from those indicated above.

## 18. Tender Security

- 181 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security, as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.
- 182 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.
- 183 If a Tender Security is specified pursuant to ITT 18.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer option:
- i) cash;
  - ii) a bank guarantee;
  - iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
  - iv) a letter of credit; or
  - v) guarantee by a deposit taking micro-finance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.
- 184 If an unconditional guarantee is issued by a non-Bank financial institution located outside Kenya, the issuing non-Bank financial institution shall have a correspondent financial institution located in Kenya to make it enforceable unless the Procuring Entity has agreed in writing, prior to Tender submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Tender Security shall be submitted either using the Tender Security Form included in Section IV, Tendering Forms, or in another substantially similar format approved by the Procuring Entity prior to Tender submission. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 17.2.
- 185 If a Tender Security is specified pursuant to ITT 18.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.
- 186 If a Tender Security is specified pursuant to ITT 18.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer signing the Contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.
- 187 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.
- 188 The Tender Security may be forfeited or the Tender Securing Declaration executed:
- a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or
  - b) if the successful Tenderer fails to:
    - i) sign the Contract in accordance with ITT 45; or
    - ii) furnish a Performance Security in accordance with ITT 46.
- 189 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.
- 1810 The Tender Security or Tender- Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender Security or Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT 3.1 and ITT 10.2.

18.11 A tenderer shall not issue a tender security to guarantee itself.

## **19. Format and Signing of Tender**

19.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it "ORIGINAL." Alternative Tenders, if permitted in accordance with ITT 12, shall be clearly marked "ALTERNATIVE." In addition, the Tenderer shall submit copies of the Tender, in the number **specified in the TDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

19.2 Tenderers shall mark as "CONFIDENTIAL" information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

19.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation **as specified in the TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

19.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by each members' legally authorized representatives.

19.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

## **D. Submission and Opening of Tenders**

### **20 Sealing and Marking of Tenders**

20.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:

- a) in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT 11; and
- b) in an envelope or package or container marked "COPIES", all required copies of the Tender; and
- c) if alternative Tenders are permitted in accordance with ITT 12, and if relevant:
  - i) in an envelope or package or container marked "ORIGINAL –ALTERNATIVE TENDER", the alternative Tender; and
  - ii) in the envelope or package or container marked "COPIES- ALTERNATIVE TENDER", all required copies of the alternative Tender.

20.2 The inner envelopes or packages or containers shall:

- a) bear the name and address of the Procuring Entity.
- b) bear the name and address of the Tenderer; and
- c) bear the name and Reference number of the Tender.

20.3 Where a tender package or container cannot fit in the tender box, the procuring entity shall:

- a) Specify in the **TDS** **where** such documents should be received.
- b) maintain a record of tenders received and issue acknowledgement receipt note to each tenderer specifying time and date of receipt.
- c) Ensure all tenders received are handed over to the tender opening committee for opening at the specified opening place and time.



204 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.

## **21. Deadline for Submission of Tenders**

21.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time specified **in the TDS**. When so specified **in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified **in the TDS**.

21.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT7, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

## **22. Late Tenders**

22.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of Tenders. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

## **23. Withdrawal, Substitution, and Modification of Tenders**

23.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT19.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- a) prepared and submitted in accordance with ITT 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
- b) received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22.

23.3 Tenders requested to be withdrawn in accordance with ITT 23.1 shall be returned unopened to the Tenderers.

23.4 No Tender may be withdrawn, substituted, or modified 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 Form of Tender or any extension thereof.

## **24. Tender Opening**

24.1 Except as in the cases specified in ITT 23, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified **in the TDS** in the presence of Tenderers' designated representatives who choose to attend, including to attend any specific electronic tender opening procedures if electronic tendering is permitted in accordance with ITT 21.1, shall be as specified **in the TDS**.

24.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

24.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the

corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

- 244 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.
- 245 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security, if required; and any other details as the Procuring Entity may consider appropriate.
- 246 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bills of Quantities are to be initialed by the members of the tender opening committee attending the opening. The number of representatives of the Procuring Entity to sign shall be specified in the **TDS**.
- 247 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 22.1).
- 248 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:
- a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
  - b) the Tender Price, per lot (contract) if applicable, including any discounts;
  - c) any alternative Tenders;
  - d) the presence or absence of a Tender Security or Tender-Securing Declaration, if one was required;
  - e) number of pages of each tender document submitted.
- 249 The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be issued to a Tenderer upon request.

## **E. Evaluation and Comparison of Tenders**

### **25. Confidentiality**

- 25.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the tendering process until the information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 41.
- 252 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.
- 253 Notwithstanding ITT 25.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

### **26. Clarification of Tenders**

- 26.1 To assist in the examination, evaluation, comparison of the Tenders, and qualification of the Tenderers, the Procuring Entity may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring

Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the Evaluation of the Tenders, in accordance with ITT 30.

If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

## **27. Deviations, Reservations, and Omissions**

27.1 During the evaluation of Tenders, the following definitions apply:

- a) "Deviation" is a departure from the requirements specified in the Tendering document;
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.

## **28. Determination of Responsiveness**

28.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT28.2.

28 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- a) if accepted, would:
  - i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
  - ii) limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer obligations under the Contract; or
- b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

28.2 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 15 and ITT 16, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

28.3 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

## **29. Non-conformities, Errors and Omissions**

29.1 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformities in the Tender.

29.2 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non-conformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

29.3 Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-

conforming item or component in the manner specified in the **TDS**. The adjustment shall be based on the *average* price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.

### **30. Arithmetical Errors**

- 30.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.
- 30.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:
- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive .
  - b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
  - c) if there is a discrepancy between words and figures, the amount in words shall prevail.
- 30.3 Tenderers shall be notified of any error detected in their bid during the notification of a ward.

### **31. Conversion to Single Currency**

- 31.1 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted in a single currency as specified in the **TDS**.

### **32. Margin of Preference and Reservations**

- 32.1 A margin of preference may be allowed on locally manufactured goods only when the contract is open to international tendering, where the tender is likely to attract foreign goods and where the contract exceeds the threshold specified in the Regulations.
- 32.2 For purposes of granting a margin of preference on locally manufactured goods under international competitive tendering, a procuring entity shall not subject the items listed below to international tender and hence no margin of preference shall be allowed. The affected items are:
- a) motor vehicles, plant and equipment which are assembled in Kenya;
  - b) furniture, textile, foodstuffs, oil and gas, information communication technology, steel, cement, leather agro-processing, sanitary products, and other goods made in Kenya; or
  - c) goods manufactured, mined, extracted or grown in Kenya.
- 32.3 A margin of preference shall not be allowed unless it is specified so in the **TDS**.
- 32.4 Contracts procured on basis of international competitive tendering shall not be subject to reservations to specific groups as provided in ITT 32.5.
- 32.5 Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are eligible to tender as specified in the **TDS**. No tender shall be reserved to more than one group. If not so stated in the Tender documents, the invitation to tender will be open

to all interested tenderers.

### **33. Evaluation of Tenders**

- 33.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Lowest Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:
- a) substantially responsive to the tender documents; and
  - b) the lowest evaluated price.
- 33.2 Price evaluation will be done for Items or Lots (contracts), as specified in the **TDS**; and the Tender Price as quoted in accordance with ITT 14. To evaluate a Tender, the Procuring Entity shall consider the following:
- a) price adjustment due to unconditional discounts offered in accordance with ITT 13.4;
  - b) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 31;
  - c) price adjustment due to quantifiable nonmaterial non-conformities in accordance with ITT 29.3; and
  - d) any additional evaluation factors specified in the **TDS** and Section III, Evaluation and Qualification Criteria.
- 33.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.
- 33.4 Where the tender involves multiple lots or contracts, the tenderer will be allowed to tender for one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT 33.2. The methodology to determine the lowest evaluated tenderer or tenderers based one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.
- 33.5 The Procuring Entity's evaluation of a Tender will include and consider:
- a) in the case of Goods manufactured in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Tenderer;
  - b) in the case of Goods manufactured outside Kenya, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Tenderer;
- 33.6 The Procuring Entity's evaluation of a Tender may require the consideration of other factors, in addition to the Tender Price quoted in accordance with ITT 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Tenders, unless otherwise specified in the **TDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The additional criteria and methodologies to be used shall be as specified in ITT 33.2(d).

### **34. Comparison of Tenders**

- 34.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 33.2 to determine the Tender that has the lowest evaluated cost. The comparison shall be on the basis of total cost (place of final destination) prices for all goods and all prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Kenya, together with prices for any required installation, training, commissioning and other services.



### **35. Abnormally Low Tenders**

- 35.1 An Abnormally Low Tender is one where the Tender price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the Tender price raises material concerns with the Procuring Entity as to the capability of the Tenderer to perform the Contract for the offered Tender price.
- 35.2 In the event of identification of a potentially Abnormally Low Tender by the evaluation committee, the Procuring Entity shall seek written clarification from the Tenderer, including a detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the tendering document.
- 35.3 After evaluation of the price analysis, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the contract for the offered Tender price, the Procuring Entity shall reject the Tender.

### **36. Abnormally High Tenders**

- 36.4 An abnormally high price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.
- 36.5 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:
- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
  - ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.
- 36.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause relevant Government Agencies to institute an investigation on the cause of the compromise, before retendering.

### **37. Post-Qualification of the Tenderer**

- 37.1 The Procuring Entity shall determine, to its satisfaction, whether the eligible Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 37.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer qualifications submitted by the Tenderer, pursuant to ITT 15 and 16. The determination shall not take into consideration the qualifications of other firms such as the Tenderer subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the tendering document), or any other firm(s) different from the Tenderer.

373 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer qualifications to perform satisfactorily.

### **38. Lowest Evaluated Tender**

38.1 Having compared the evaluated prices of Tenders, the Procuring Entity shall determine the Lowest Evaluated Tender. The Lowest Evaluated Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:

- a) most responsive to the Tender document; and
- b) the lowest evaluated price.

### **39. Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders.**

39.1 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 notification Award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenderers shall be notified with reasons and all Tenders submitted and specifically, tender securities, shall be promptly returned to the Tenderers.

## **F. Award of Contract**

### **40. Award Criteria**

40.1 The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender in accordance with procedures in Section 3: Evaluation and Qualification Criteria.

### **41. Procuring Entity's Right to Vary Quantities at Time of Award**

41.1 The Procuring Entity reserves the right at the time of Contract award to increase or decrease, by the percentage (s) for items as indicated **in the TDS**.

### **42. Notice of Intention to enter into a Contract**

Upon award of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract / Notification of award to all tenderers which shall contain, at a minimum, the following information:

- a) the name and address of the Tenderer submitting the successful tender;
- b) the Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;
- d) the expiry date of the Standstill Period; and
- e) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

### **43. Standstill Period**

43.1 The Contract shall not be awarded earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied candidate to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

43.2 Where standstill period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter into a Contract to the successful Tenderer.

**44. Debriefing by the Procuring Entity**

44.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 41, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

44.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

**45. Letter of Award**

Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

**46. Signing of Contract**

46.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

46.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

46.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

**47. Performance Security**

47.1 Within twenty-one (21) days of the receipt of Letter of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 18, using for that purpose the Performance Security Form included in Section X, Contract Forms. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent financial institution is not required.

47.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next lowest Evaluated Tender.

47.3 Performance security shall not be required for a contract, if so specified in the TDS.

**48. Publication of Procurement Contract**

48.1 Within fourteen days after signing the contract, the Procuring Entity shall publish and publicize the awarded contract at its notice boards, entity website; and on the Website of the Authority in manner and format prescribed by the Authority. At the minimum, the notice shall contain the following information:

- a) name and address of the Procuring Entity;
- b) name and reference number of the contract being awarded, a summary of its scope and the selection method used;
- c) the name of the successful Tenderer, the final total contract price, the contract duration.
- d) dates of signature, commencement and completion of contract;



- e) names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening;

**49. Procurement Related Complaints and Administrative Review**

49.1 The procedures for making a Procurement-related Complaint are as specified in the **TDS**.

49.2 A request for administrative review shall be made in the form provided under contract forms.

## Section II - Registration Data Sheet (TDS)

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO APPLICANTS
<b>A. General</b>	
ITT 1.1	The Procuring Entity is: <b>COUNTY GOVERNMENT OF KIRINYAGA</b> The identification of the Invitation for Registration is: _Registration of suppliers for supply and delivery of assorted stationery and office supplies for the year <b>2022-2023/2023-2024</b>
ITT 2.2	The Information made available on competing firms is as follows: The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding <u>collusive practices</u> in contracting.
<b>B. Contents of Tender Document</b>	
ITT 7.1	(i) The Applicants will submit any request for clarifications in writing at the Address  <b>The County Secretary &amp; Head of Public Service, County Headquarters, P.O Box 260 – 10304, Kutus</b>  to reach the Procuring Entity not later than <b>Thursday 16 TH NOVEMBER, 2023 at 11.00AM.</b>
ITT 7.3	The Applicants will submit any questions in writing, to reach the Procuring Entity not later than Seven (7) days before submission date at Supply Chain Management Offices, 1 st Floor, Kirinyaga County Headquarters during normal working hours. Any request for clarification done in writing must be addressed to:  <b>The County Secretary &amp; Head of Public Service, County Headquarters, P.O Box 260 – 10304, Kutus. Tel: +254 20 21553369 Email: <a href="mailto:procurement@kirinyaga.go.ke">procurement@kirinyaga.go.ke</a></b>
ITT 9.1	For Clarification of Tender purposes, for obtaining further information and for purchasing tender documents, the Procuring Entity's address is: <b>COUNTY GOVERNMENT OF KIRINYAGA 1st Floor, County Government of Kirinyaga Headquarters, Kutus Town Postal Address P.O Box 260 – 10304, Kutus. <a href="mailto:procurement@kirinyaga.go.ke">procurement@kirinyaga.go.ke</a></b>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO APPLICANTS
ITT 22.1	<p>(A) For <u>Application submission purposes only</u>, the Procuring Entity's address is:</p> <p>(1) Name of Procuring Entity: <b>COUNTY GOVERNMENT OF KIRINYAGA</b></p> <p>(2) Postal Address <b>P.O Box 260 – 10304, Kutus.</b></p> <p>(3) Physical address for hand Courier Delivery to an office or Tender Box 1st Floor, County Government of Kirinyaga Headquarters, Kutus Town</p> <p>(4) Date and time for submission of Applications is <b>Thursday 16/11/2023 at 11.00 AM</b></p> <p>(5) Applications shall <b>submit</b> tenders Manually.</p> <p>(6) Applicants <b>MUST</b> submit <b>TWO</b> copies of the Registration Document (Original and one copy).</p>
ITT 25.1	<p>The Applications opening shall take place at the time and the address for Opening of Tenders provided below:</p> <p>(1) Name of Procuring Entity: <b>COUNTY GOVERNMENT OF KIRINYAGA</b></p> <p>(2) Physical address: <b>1st Floor, County Government of Kirinyaga Headquarters, Kutus Town)</b></p> <p>(3) <b>Thursday 16/11/2023</b></p>
<b>E. Evaluation, and Comparison of Tenders</b>	
ITA 24.1	A margin of preference [ “shall not”] apply.
ITA 25.1	At this time the Procuring Entity [insert “intends” or “does not intend”] to execute certain specific parts of the Works by sub-contractors selected in advance.
ITT 33.4	The application is <b>OPEN to all eligible and qualified AGPO applicants.</b>



### **SECTION III - QUALIFICATION CRITERIA AND REQUIREMENTS**

1. This section contains all the methods, criteria, and requirements that the Procuring Entity shall use to evaluate Applications, all in one Form “Eligibility and Qualification Criteria”. The information to be provided in relation to each requirement and the definitions of the corresponding terms are included in the Form.
2. This form is generic and refers to registration of suppliers for supply and delivery of assorted stationery and office supplies for the year 2022-2023/2023-2024.

## STAGE 1. MANDATORY/PRELIMINARY REQUIREMENTS

NO.	MANDATORY REQUIREMENTS	YES/NO
1.	Valid Certificate of Incorporation/Business Registration (Attach copy)	
2.	Valid Certificate of registration of Youth, Women and PWD owned enterprises issued by the National Treasury (Attach copy)	
3.	Current/Valid Tax Compliance Certificate for the group/enterprise (Attach copy)	
4.	Copy of Pin Certificate of firm/company/individual	
5.	Current/Valid Business Permit/License (Attach copy)	
6.	Current CR12 (Attach copy)	
7.	IFMIS NUMBER	
8.	Confidential Business Questionnaire correctly filled, signed & stamped	
9.	Application documents must be paginated/serialized. All bidders are required to submit their documents paginated in a continuous ascending order from the first page to the last in this format; (i.e. 1,2,3..... n where n is the last page).	
10.	Attach Company profile	



## SECTION IV - REGISTRATION FORMS

Resume and Declaration, Applicants Information Form, Tenderer's JV Information Form, Historical Contract Non-Performance, Pending Litigation and Litigation History, Sources of Finance, General Experience, Specific Experience

## QUALIFICATION FORMS

### 1. FORM PER-1:

Resume and Declaration – Suppliers Representative and Key Personnel.

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

<b>Name of Tenderer</b>		
Position [#1]: <i>[title of position from Form PER-1]</i>		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
Details		
	Address of Procuring Entity:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present Procuring Entity:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

## 1. Declaration

I....., certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Tender:

Commitment	Details
Commitment to duration of contract:	<i>[insert period]</i>
Time commitment:	<i>[insert period }</i>

I understand that any misrepresentation or omission in this Form may:

- a) be taken into consideration during Tender evaluation;
- b) result in my disqualification from participating in the Tender;
- c) result in my dismissal from the contract.

Name of Contractor's Representative or Key Personnel: *[insert name]*

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

Countersignature of authorized representative of the Tenderer:

Signature: \_\_\_\_\_ Date: (day

month year): \_\_\_\_\_



## 2.1 FORM ELI -1.1

### Applicants Information Form

Date: \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

Applicant's name
In case of Joint Venture (JV), name of each member:
Tenderer's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.6 <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.5 <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 3.8, documents establishing: <ul style="list-style-type: none"><li>• Legal and financial autonomy</li><li>• Operation under commercial law</li><li>• Establishing that the Tenderer is not under the supervision of the Procuring Entity</li></ul>
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

## 2.1 FORM ELI -1.2

### Tenderer's JV Information Form (to be completed for each member of Tenderer's JV)

Date: \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

Tenderer's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
<p>1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 3.6. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 3.8.</p> <p>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</p>

## 2.1 FORM CON – 2

### Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 <sup>st</sup> January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 <sup>st</sup> January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			

<input type="checkbox"/> No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4. <input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Entity" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

## 2.1 FORM FIN – 3.1:

Tenderer's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

### 4.4.1 Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (Kenya Shilling equivalent)
1.		
2.		
3.		
4.		
5.		

## 4.1 FORM EXP - 4.1

### General Experience

Tenderer's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Starting Year	Ending Year	Contract Identification	Role of Tenderer
		Contract name: _____ Brief Description of the goods supplied by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	
		Contract name: _____ Brief Description of the goods supplied by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	
		Contract name: _____ Brief Description of the goods supplied by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	

## 4.2 FORM EXP - 4.2(a)

### Specific Experience

Tenderer's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount				<b>Kenya Shilling</b>
If member in a JV or sub-contractor, specify participation in total Contract amount				
Procuring Entity's Name:				
Address:				
Telephone/fax number				
E-mail:				

## TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE

### Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

#### (a) Tenderer's details

ITEM	DESCRIPTION
1	Name of the Procuring Entity
2	Reference Number of the Registration Tender
3	Date and Time of Tender Opening
4	Name of the Tenderer
5	<div>Full Address and Contact Details of the Tenderer.</div> <div>                     1. Country                      2. City                      3. Location                      4. Building                      5. Floor                      6. Postal Address                      7. Name and email of contact person.                 </div>
6	Current Trade License Registration Number and Expiring date
7	Name, country and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of Registering Body/Agency
8	Description of Nature of Business
9	Maximum value of business which the Tenderer handles.
10	State if Tenders Company is listed in stock exchange, give name and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of state which stock exchange



## General and Specific Details

b) **Sole Proprietor**, provide the following details.

Name in full \_\_\_\_\_ Age \_\_\_\_\_ Nationality \_\_\_\_\_  
 \_\_\_\_\_ Country of Origin \_\_\_\_\_ Citizenship \_\_\_\_\_  
 \_\_\_\_\_

c) **Partnership**, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

d) **Registered Company**, provide the following details.

i) Private or public Company \_\_\_\_\_

ii) State the nominal and issued capital of the Company \_\_\_\_\_

Nominal Kenya Shillings (Equivalent).....

Issued Kenya Shillings (Equivalent).....

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

(e) **DISCLOSURE OF INTEREST- Interest of the Firm in the Procuring Entity.**

i) Are there any person/persons in ..... (Name of Procuring Entity) who has/have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

ii) **Conflict of interest disclosure**

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

**f) Certification**

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

Full Name\_\_\_\_\_ Title or

Designation\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

## CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

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

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

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

Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

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

## SELF - DECLARATION FORMS

### FORM SD1

#### SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I, ....., of Post Office Box ..... being a resident of ..... in the Republic of ..... do hereby make a statement as follows: -

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of ..... (*insert name of the Company*) who is a Bidder in respect of Tender No. .... for ..... (*insert tender title/description*) for ..... (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

..... (Signature) ..... (Date) ..... (Title)

Bidder Official Stamp

## FORM SD2

### SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of .....  
(*insert name of the Company*) who is a Bidder in respect of Tender No. ....  
..... for  
..... (*insert tender title/description*) for ..... (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ..... (*insert name of the Procuring entity*) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....  
(name of the procuring entity)
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

.....  
(Title)

.....  
(Signature)

.....  
(Date)

Bidder's Official Stamp

## DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I ..... (person) on behalf of (*Name of the Business/ Company/Firm*) ..... declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....  
Sign.....

Position.....  
.....

Office address.....

Telephone.....

Email.....

Name of the  
Firm/Company.....

Date..... (Company Seal/

Rubber Stamp where applicable)

Witness

Name ..... Sign.....

Date.....

## B. APPENDIX 1- FRAUD AND CORRUPTION

*(Appendix 1 shall not be modified)*

### 1. Purpose

2. The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (*no. 33 of 2015*) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

### 3. Requirements

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior: -

- 1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- 2) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
- 3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
  - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
  - b) if a contract has already been entered into with the person, the contract shall be voidable;
- 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- 5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -
  - a) shall not take part in the procurement proceedings;
  - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
- c) shall not be a subcontractor for the bidder to whom was awarded contract, or a member of the group of bidders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
- 6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- 7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:



- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
- i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v) “obstructive practice” is:
    - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers 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.
- c) Rejects a proposal for award<sup>1</sup> of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
  - d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
  - e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect<sup>2</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
  - f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

## Appendix to Tender

### Schedule of Currency requirements

Summary of currencies of the registration for \_\_\_\_\_ [insert name of Section of the goods]

<i>Name of currency</i>	<i>Amounts payable</i>
Local currency: _____	
Foreign currency #1: _____	
Foreign currency #2: _____	
Foreign currency #3: _____	
Provisional sums expressed in local currency	[To be entered by the Procuring Entity]

### PRICE SCHEDULE

**TENDER NO. CGK /RG/001/2022-2023/2023-2024**

**SUPPLY AND DELIVERY OF ASSORTED STATIONERY AND OFFICE SUPPLIES.**

NO.	ITEM DESCRIPTION	UNIT OF ISSUE	UNIT PRICE(KSHS)	REMARKS
1.	Ball Points Pens (crystal 5130) to be engraved	Packets 50 pcs/pkt		
2.	Binding tape –assorted colours	Rolls 12pcs/roll		
3.	Box files	No.		
4.	Cellotapes-1”x72 yards	Rolls 12pcs/roll		
5.	Spring Files	Each		
6.	Photocopying papers white –A4 size	Ream		
7.	Pen Holders	No.		
8.	Counter book A4-2 Quire	No.		
9.	Duplicate books-small (2x100 sheet)	Books		
10.	BicBiropen or equivalent – Blue, Black, Red (1 x 50pcs)	Packets		
11.	Duplicating ink -217 400ml.	Tubes		
12.	Duplicating ink pelican or equivalent	Tubes		
13.	Felt pens(assorted colours)good quality	Dozen		
14.	Folder files(assorted colours)	Each		
15.	Folder files fasteners no. 8 in 50s	Packets		
16.	Giant staples 9 ½ rapid in 550s size 9 ½	Packets		
17.	Ledger sheets-2 columns for 7 digits	Reams 500pcs/ream		

18.	Letter delivery books-3 Quire	Books		
19.	Letter punches no. DP 520	Each		
20.	Letter trays(wire)	Each		
21.	Manila hard cover size A4- 180 grms	Each		
22.	Masking tape-medium	Each		
23.	Numbering machine ink	Tubes		
24.	Office flatted pins-100 grms (mixed)	Packets		
25.	Office glue paste-160g	tube		
26.	Pairs of scissors-6"	Each		
27.	Paper clips no.1 in 100s	Packets		
28.	Paper clips no.2 in 100s	Packets		
29.	Paper clips no.3 in 100s	Packets		
30.	Plain Envelopes A4 (25pcs)	box		
31.	Plain Envelopes A5(25pcs)	box		
32.	Plain Envelopes A3(25pcs)	box		
33.	DL Envelopes	Box		
34.	Thermal Rolls	Pcs		
35.	Batteries size C	Pairs		
36.	AAA Batteries	Pairs		
37.	D Batteries	Pairs		
38.	AA Batteries	Pairs		
39.	Maternity files	Pcs		
40.	Pocket small note books 48 pages	"		
41.	Postage books-2 Quire	"		
42.	Plain Manila Envelopes A4 per1000	Box of 50		
43.	Plain Manila Envelopes A5 per1000	Box of 50		
44.	Rubber Bands-100 grams	Packets		
45.	Toner 78A	Pcs		
46.	Toner 49A	Pcs		
47.	Toner 131A	Pcs		
48.	Toner 130A	Pcs		
49.	Toner 80A	Pcs		
50.	Toner 83A	Pcs		
51.	Toner 85A	Pcs		

52.	Toner 05A	Pcs		
53.	Toner 011A	Pcs		
54.	Ruler (plastic)-24"	Each		
55.	Shorthand note books-160 pages (kasuku or equivalent)	Dozens		
56.	Spring files (assorted colours)good quality –to be printed “	Each		
57.	Stamp pad ink-violet	Bottles		
58.	Stamp pads pelican or equivalent	Each		
59.	Daily Report Book (A3size) to be printed “PROPERTY OF COUNTY GOVERNMENT OF KIRINYAGA (1 x 250pgs)	Each		
60.	Stapler (machine)24/6 Rapid or equivalent	No.		
61.	Staples type-24/6 in 500s	Packets		
62.	Sticky notes-125x75 mm	No.		
63.	Inpatient files	Pcs		
64.	Medicine packing bags no 2	Pcs		
65.	Medicine packing bags no 1			
66.	Medicine packing bags no 4			
67.	Medicine packing bags no 5			
68.	Cotton twines	Pkts		
69.	Epison printer	Nos		
70.	Continuous printing papers	Pcs		
71.	Counter books	Pcs		
72.	Catridge 21A	Pcs		
73.	Master roll	Pcs		
74.	Mark pen	Pcs		
75.	Computer catridge 650	Pcs		
76.	String (twin-medium ball)	Balls		
77.	Suspension files with indices	No.		
78.	Typewriter ribbon for Olivetti BR cotton –Diplomat/Excel etc	No.		
79.	Typing carbon papers A4 size 100 sheets	Packets		
80.	Typing carbon papers A4 size-diplomat-100 sheets	Packets		
81.	Visitors book-3 Quire	book		
82.	Waste Paper Baskets –(Small size) or Plastic	Each		
83.	White duplicating papers size A4-70 gsm (a ream of 480-500 sheets)	Reams		
84.	White gummed papers A4 size	Reams		

85.	White-out correcting fluid-Opaque 18ml	Bottles		
86.	Printed Manila Envelopes A4 to be printed with full address	Box of 50		
87.	Printed Manila Envelopes A5 to be printed	Box of 50		
88.	Printed Manila Envelopes A3	Box of 50		
89.	Plain Manila Envelopes A3	Box of 50		
90.	Shredding Machine	No.		
91.	Paper Duplicating Fullscap Size	Ream		
92.	Paper Duplicating White A4	Ream		
93.	Paper Duplicating Colored A4	Ream		
94.	Paper Typing A4	Ream		
95.	Paper Ruled Single A3	Ream		
96.	Stamp pad ink	Nos		
97.	Suspension files	Pcs		
98.	Sisal twines	Pcs		
99.	Paper Ruled A4	Ream		
100.	Paper Stencil Duplicating	Quire		
101.	Paper Carbon Blue/ Black A4 - Ordinary	Packet		
102.	Paper carbon Blue/ Black A4 – Imported	Packet		
103.	Paper carbon Blue/Black A3	Packet		
104.	Ink Duplicating	Tube		
105.	Field Note Books	No		
106.	Hard Cover Books 1 Quire	No		
107.	Copy printer CP 11	Pcs		
108.	Riso digital duplicators	Pcs		
109.	Hard Cover Books 2 Quire	No		
110.	Hard Cover Books 3 Quire	No		
111.	Hard cover Books 4 Quire	No		
112.	Delivery Book Standard	No		
113.	Paper Photocopying A4	Ream		
114.	Graph Paper 1 mm x 10 Mtrs	Roll		
115.	Drafting Film 75 Mic – 20 Mtrs	Roll		
116.	White Out	Bottle		
117.	Correcting Fluid	Bottle		

118.	Glue Paste x 90g	Bottle		
119.	Glue Paste 160 g	Bottle		
120.	Ink Pad violet	Bottle		
121.	Box File	No		
122.	File Folder	No		
123.	File Folder-printed county government of Embu	No		
124.	Spring File	No		
125.	Acco Fasteners	Packet		
126.	Office pins	Packet		
127.	Paper clips – small	Packet		
128.	Paper clips – large	Packet		
129.	Staple pins No. 24/6, 50/60	Packet		
130.	Ruler plastic	No		
131.	Manila sheets	Pieces		
132.	Stapling machine - Small	No		
133.	Stapling machine - Large	No		
134.	Stapling machine - Heavy duty	No		
135.	Treasury tags – High quality	packet		
136.	Quick ink	Bottle		
137.	Tracing paper 10 m	Roll		
138.	Ammonia paper 10 m	Roll		
139.	Pens ball point/black/ blue/ Red x 50 Pcs	Packet		
140.	Eraser type write	No		
141.	Paper punch small	No		
142.	Paper punch heavy duty	No		
143.	Ribbon type write black/ blue	Roll		
144.	Sealing wax	Packet		
145.	Loose leaf pads A4	No		
146.	Yellow sticky notes -3" x3"	Packet		
147.	Yellow sticky note – 3" x 5"	Packet		
148.	Envelops 6" x 3"	Packet		
149.	Envelops 9" x 4"	Packet		
150.	Envelops C5	Packet		

151.	Envelops B6	Packet		
152.	Envelops C4	Packet		
153.	Envelops B4	Packet		
154.	Envelops C3	Packet		
155.	Glue stick 10 g	No		
156.	Masking tape – 12mm x 25 Mtrs	Roll		
157.	Masking tape – 24mm x 25 Mtrs	Roll		
158.	Masking tape – 36mm x 25 Mtrs	Roll		
159.	Masking tape – 48mm x 25 Mtrs	Roll		
160.	Thumb tuck pins x 50 g	Packet		
161.	Scissors	Pairs		
162.	Candles	Packet		
163.	Match boxes	Packet		
164.	Calculators casio	No		
165.	Steel filling cabinets, 4 Drawers	No		
166.	Steel filling Cabinets, 2 Drawers	No		
167.	Embossed paper	Roll		
168.	Stamp pad (self inking)			
169.	Adding machine rolls -1/2 x60 DL	No		
170.	“ “ “ -1.75x80DL	No		
171.	“ “ “ -3X60NCR	No		
172.	Drafting Film	75m(100 x2m) 40mm		
173.	Ammonia Paper	40m(100x20m)		
174.	Ammonia Solution	5 L		
175.	Tracing Paper	40m(100x20m) (750x20m) or 30 m		
176.	Technical Pens	Rofring 25,35,4,5,6,7,8,1		
177.	Scale Ruler	To measure Inclusive1:2500 & 1:100		
178.	Stencils to be used with technical	With metal edge 25,35,4,5,6,7,8,1		
179.	Masking Tape	Afri 1”x20m 24mm		
180.	Standard Symbol template	Template Architect Combination 1:100 Roting		
181.	Rot ring Drawing	Set Squares 45 degreed and 60 degrees		
182.	Crayons			

183.	Staedtler Limo color	0.8 - 1mm		
184.	NT. Cutter			
185.	Pen cleaning fluid for drawing pens	100 m		
186.	Drawing Ink	Black 100 ml		
187.	Pumice Chalk			
188.	Pencils lead	2H, Rotring -2.0 mm		
189.	Staedtler Evasons			
190.	Nacet Razor blades	Pkt		
191.	T- Squares	1 m		
192.	Metallic Straight edge			
193.	Drawing Board	1x1.5 m		
194.	Paper weights			
195.	Ammonia Sepia Paper	(1000x20m) or 40		
196.	Measuring tape	30m,60m,100m		
197.	Photocopy papers A4	Ream		
198.	Fax roll	Packet		
199.	Flip charts	Roll		
200.	Calculator DJ-120 casio	No		
201.	Scientific calculator fx-82ms	No		
202.	Consumables stores ledger S1	No		
203.	Paper punch Dp-540	No		
204.	Master rolls A3(PRINTER)	No		
205.	Steadler highlighters	No		
206.	Executive diaries	No		
207.	Cotton tape	No		
208.	Attendance registers	No		
209.	Conqueror papers A4	Ream		
210.	Printing papers A3	Ream		
211.	A4 embossed paper	Ream		
212.	HB110 pencils to be engraved COUNTY GOVERNMENT OF KIRINYAGA 12 pcs per pkt	Pkts		
213.	office pens executive	No		
214.	Brown auditors pen	No		
215.	Paper tags	No		
216.	Manilla papers G220	No		



217.	Thermol roll cash register	No		
218.	Office gel ink0.5 Blue	No		
219.	Staple remover	No		
220.	Cryons 12pcs per pkt	pkts		
221.	Chalk dustless 12pcs per pkt	pkts		
222.	Plastacine 24pcs per carton	Pkts		
223.	Blackboard dusters 12pcs in pkt	pkts		
224.	Branded exercises books 48 pages1/2 inch ruled/square	No		
225.	Branded exercise books 120 pages single line normal size	No		
226.	Paediatrics files	pcs		
227.	Pelican carbon papers	Pkts		
228.	Tonner TK 410	PCS		
229.	Tonner TK 411	pcs		
230.	Tonner TK 435	pcs		
231.	Tonner TK 437	pcs		
232.	Tonner CE 85A	pcs		
233.	Tonner 285A	pcs		
234.	Tonner 5AQ7551A	pcs		
235.	Tonner 32A	pcs		
236.	Analysis books 10 columns	No.		
237.	Analysis sheets-13 col. For 7 digits	Reams (500 pcs/Ream)		
238.	Ball Points Pens (crystal 5130) to be engraved COUNTY GOVERNMENT OF KIRINYAGA (1 x 50)Bic or equivalent	Packets 50 pcs/pkt		
239.	Blotting papers -17"x22"-white or coloured	Sheets		
240.	Binding tape –assorted colours	Rolls 12pcs/roll		
241.	Box files	No.		
242.	Cellotapes-1"x72 yards	Rolls 12pcs/roll		
243.	Spring Files	Each		
244.	Computers papers white –A4 size	Ream		
245.	Memo/Desk pads to be engraved COUNTY GOVERNMENT OF KIRINYAGA	No.		
246.	Pen Holders	No.		
247.	Counter book 5" wide-3 Quire	No.		
248.	Counter book A4-2 Quire	No.		
249.	Counter books A4-4 Quire	No.		

250.	Desk pencil sharpeners-Good Quality	No.		
251.	Drawing pins/thumb tacks)in 50s	Packets		
252.	Urgent Slips (1 x 24 pcs)	Packets		
253.	Duplicate books-175x255mm or 8"x10 (2 x 100 sheets)	Dozen		
254.	Sharp Pointed BiropensBic or equivalent (1 x 20) to be engraved COUNTY GOVERNMENT OF KIRINYAGA	Packets		
255.	Duplicate books-medium 5"x8"	Books		
256.	Duplicate books-small (2x100 sheet)	Books		
257.	BicBiropen or equivalent – Blue, Black, Red (1 x 50pcs) to be engraved COUNTY GOVERNMENT OF KIRINYAGA	Packets		
258.	Duplicating ink -217 400ml.	Tubes		
259.	Duplicating ink pelican or equivalent	Tubes		
260.	Pocket Files (assorted colours)	Each		
261.	Erasers-pencil/ink BR 40 pelican or equivalent	Each		
262.	Examination Ruled Papers A4 size	Reams of 500 pcs/ream		
263.	Fax machine rolls KX- FA 136A	Roll		
264.	Index Books A4 (1 x 200pages)	Each		
265.	Felt pens(assorted colours)good quality	Dozen		
266.	Finger dampers(sponges)-medium size	Each		
267.	Finger rubbers (finger cones)-no.1	Each		
268.	Folder files(assorted colours)	Each		
269.	Folder files fasteners no. 8 in 50s	Packets		
270.	Giant staples 9 ½ rapid in 550s size 9 ½	Packets		
271.	HB110 Pencils (12 pcs/pkt)	dozens		
272.	Ledger sheets-2 columns for 7 digits	Reams 500pcs/ream		
273.	Letter delivery books-3 Quire	Books		
274.	Letter punches no. DP 520	Each		
275.	Letter trays(wire)	Each		
276.	Manila hard cover size A4- 180 grms	Each		
277.	Masking tape-medium	Each		
278.	Numbering machine ink	Tubes		
279.	Office flatted pins-100 grms (mixed)	Packets		
280.	Office glue paste-160g	tube		
281.	Pairs of scissors-6"	Each		

282.	Paper clips no.1 in 100s	Packets		
283.	Paper clips no.2 in 100s	Packets		
284.	Paper clips no.3 in 100s	Packets		
285.	Plain Envelopes A4 (25pcs)	box		
286.	Plain Envelopes A5(25pcs)	box		
287.	Plain Envelopes A3(25pcs)	box		
288.	DL Envelopes	Box		
289.	Incoming Mail Register to be printed property of COUNTY GOVERNMENT OF KIRINYAGA A3(1 x200pgs)	Each		
290.	Pocket small note books 48 pages	“		
291.	Postage books-2 Quire	“		
292.	Plain Manila Envelopes DL per 1000	Box of 50		
293.	Plain Manila Envelopes A4 per1000	Box of 50		
294.	Plain Manila Envelopes A5 per1000	Box of 50		
295.	Rubber Bands-100 grams	Packets		
296.	Ruler (plastic)-24”	Each		
297.	Shorthand note books-160 pages (kasuku or equivalent)	Dozens		
298.	Spring files (assorted colours)good quality –to be printed “PROPERTY OF COUNTY GOVERNMENT OF KIRINYAGA	Each		
299.	Stamp pad ink-violet	Bottles		
300.	Stamp pads pelican or equivalent	Each		
301.	Daily Report Book (A3size) to be printed “PROPERTY OF COUNTY GOVERNMENT OF KIRINYAGA (1 x 250pgs)	Each		
302.	Stapler (machine)24/6 Rapid or equivalent	No.		
303.	Staples type-24/6 in 500s	Packets		
304.	Sticky notes-125x75 mm	No.		
305.	String (twin-medium ball)	Balls		
306.	Suspension files with indices	No.		
307.	Typewriter ribbon for Olivetti BR cotton –Diplomat/Excel etc	No.		
308.	Typing carbon papers A4 size 100 sheets	Packets		
309.	Typing carbon papers A4 size-diplomat-100 sheets	Packets		
310.	Visitors book-3 Quire	book		
311.	Waste Paper Baskets –(Small size) or Plastic	Each		
312.	White duplicating papers size A4-70 gsm (a ream of 480-500 sheets)	Reams		
313.	White gummed papers A4 size	Reams		

314.	White-out correcting fluid-Opaque 18ml	Bottles		
315.	Printed Manila Envelopes A4 to be printed COUNTY GOVERNMENT OF KIRINYAGA with full address	Box of 50		
316.	Printed Manila Envelopes A5 to be printed COUNTY GOVERNMENT OF KIRINYAGA with full address	Box of 50		

317.	Printed Manila Envelopes DL to be printed COUNTY GOVERNMENT OF KIRINYAGA with full address	Box of 50		
318.	Printed Manila Envelopes A3 to be printed COUNTY GOVERNMENT OF KIRINYAGA with full address	Box of 50		
319.	Plain Manila Envelopes A3	Box of 50		
320.	Shredding Machine	No.		
321.	Paper Duplicating Fullscap Size	Ream		
322.	Paper Duplicating White A4	Ream		
323.	Paper Duplicating Colored A4	Ream		
324.	Paper Typing A4	Ream		
325.	Paper Ruled Single A3	Ream		
326.	Paper Ruled A4	Ream		
327.	Paper Stencil Duplicating	Quire		
328.	Paper Carbon Blue/ Black A4 - Ordinary	Packet		
329.	Paper carbon Blue/ Black A4 – Imported	Packet		
330.	Paper carbon Blue/Black A3	Packet		
331.	Ink Duplicating	Tube		
332.	Field Note Books	No		
333.	Hard Cover Books 1 Quire	No		
334.	Hard Cover Books 2 Quire	No		
335.	Hard Cover Books 3 Quire	No		
336.	Hard cover Books 4 Quire	No		
337.	Delivery Book Standard	No		
338.	Paper Photocopying A4	Ream		
339.	Graph Paper 1 mm x 10 Mtrs	Roll		
340.	Drafting Film 75 Mic – 20 Mtrs	Roll		
341.	White Out	Bottle		
342.	Correcting Fluid	Bottle		
343.	Glue Paste x 90g	Bottle		

344.	Glue Paste 160 g	Bottle		
345.	Ink Pad violet	Bottle		
346.	Box File	No		
347.	File Folder	No		
348.	File Folder-printed county government of Embu	No		
349.	Spring File	No		
350.	Acco Fasteners	Packet		
351.	Office pins	Packet		
352.	Paper clips – small	Packet		
353.	Paper clips – large	Packet		
354.	Staple pins No. 24/6, 50/60	Packet		
355.	Ruler plastic	No		
356.	Manila sheets	Pieces		
357.	Stapling machine - Small	No		
358.	Stapling machine - Large	No		
359.	Stapling machine - Heavy duty	No		
360.	Treasury tags – High quality	packet		
361.	Quick ink	Bottle		
362.	Tracing paper 10 m	Roll		
363.	Ammonia paper 10 m	Roll		
364.	Pens ball point/black/ blue/ Red x 50 Pcs	Packet		
365.	Eraser type write	No		
366.	Paper punch small	No		
367.	Paper punch heavy duty	No		
368.	Ribbon type write black/ blue	Roll		
369.	Sealing wax	Packet		
370.	Loose leaf pads A4	No		
371.	Yellow sticky notes -3" x3"	Packet		
372.	Yellow sticky note – 3" x 5"	Packet		
373.	Envelops 6" x 3"	Packet		
374.	Envelops 9" x 4"	Packet		
375.	Envelops C5	Packet		
376.	Envelops B6	Packet		

377.	Envelops C4	Packet		
378.	Envelops B4	Packet		
379.	Envelops C3	Packet		
380.	Glue stick 10 g	No		
381.	Masking tape – 12mm x 25 Mtrs	Roll		
382.	Masking tape – 24mm x 25 Mtrs	Roll		
383.	Masking tape – 36mm x 25 Mtrs	Roll		
384.	Masking tape – 48mm x 25 Mtrs	Roll		
385.	Thumb tuck pins x 50 g	Packet		
386.	Scissors	Pairs		
387.	Candles	Packet		
388.	Match boxes	Packet		
389.	Felt pens	No		
390.	Steel filling cabinets, 4 Drawers	No		
391.	Steel filling Cabinets, 2 Drawers	No		
392.	Embossed paper	Roll		
393.	Stamp pad (self inking)			
394.	Adding machine rolls -1/2 x60 DL	No		
395.	“ “ “ - 1.75x80DL	No		
396.	“ “ “ - 3X60NCR	No		
397.	Drafting Film	75m(100 x2m) 40mm		
398.	Ammonia Paper	40m(100x20 m)		
399.	Ammonia Solution	5 L		
400.	Tracing Paper	40m(100x20 m) (750x20m) or 30 m		
401.	Technical Pens	Rofring 25,35,4,5,6, 7,8,1		
402.	Scale Ruler	To measure Inclusive1:25 00 & 1:100		
403.	Stencils to be used with technical	With metal edge 25,35,4,5,6, 7,8,1		
404.	Masking Tape	Afri 1”x20m 24mm		
	Standard Symbol template	Template Architect		

405.		Combination 1:100 Roting		
406.	Rot ring Drawing	Set Squares 45 degreed and 60 degrees		
407.	Crayons			
408.	Staedtler Limo color	0.9 - 1mm		
409.	NT. Cutter			
410.	Pen cleaning fluid for drawing pens	100 m		
411.	Drawing Ink	Black 100 ml		
412.	Pumice Chalk			
413.	Pencils lead	2H, Rotring -2.0 mm		
414.	Staedtler Evasons			
415.	Nacet Razor blades	Pkt		
416.	T- Squares	1 m		
417.	Metallic Straight edge			
418.	Drawing Board	1x1.5 m		
419.	Paper weights			
420.	Ammonia Sepia Paper	(1000x20m) or 40		
421.	Measuring tape	30m,60m,10 0m		
422.	Photocopy papers A4	Ream		
423.	Fax roll	Packet		
424.	Flip charts	Roll		
425.	Calculator DJ-120 casio	No		
426.	Scientific calculator fx-82ms	No		
427.	Consumables stores ledger S1	No		
428.	Paper punch Dp-540	No		
429.	Master rolls A3(PRINTER)	No		
430.	Steadler highlighters	No		
431.	Executive diaries	No		
432.	Cotton tape	No		
433.	Attendance registers	No		
434.	Conqueror papers A4	Ream		
435.	Printing papers A3	Ream		
436.	A4 embossed paper	Ream		

437.	HB110 pencils to be engraved COUNTY GOVERNMENT OF KIRINYAGA 12 pcs per pkt	Pkts		
438.	office pens executive	No		
439.	Brown auditors pen	No		
440.	Paper tags	No		
441.	Manilla papers G220	No		
442.	Thermol roll cash register	No		
443.	Office gel ink 0.5 Blue	No		
444.	Staple remover	No		
445.	Cryons 12pcs per pkt	pkts		
446.	Chalk dustless 12pcs per pkt	pkts		
447.	Plastacine 24pcs per carton	Pkts		
448.	Blackboard dusters 12pcs in pkt	pkts		
449.	Branded exercises books 48 pages 1/2 inch ruled/square	No		
450.	Branded exercise books 120 pages single line normal size	No		