



OFFICE OF THE PRESIDENT
MINISTRY OF INTERIOR AND NATIONAL ADMINISTRATION
COUNTY COMMISSIONER-KERICHO COUNTY

ADDENDUM

25th July 2023

TO
ALL INTERESTED BIDDERS,
RE: TENDER NOTICE FOR REGISTRATION OF CONTRACTORS, SUPPLIERS AND SERVICE PROVIDERS FROM INTERESTED ELIGIBLE TENDERERS FOR THE SUPPLY OF GOODS AND PROVISION OF SERVICES FOR THE BI-ANNUAL FY - 2023/24 & 2024/25.

TENDER NO. KCO/CTY/4/2023-2025
FOR SUPPLY AND DELIVERY OF GENERAL OFFICE STATIONERY AND COMPUTER ACCESSORIES IN KERICHO COUNTY

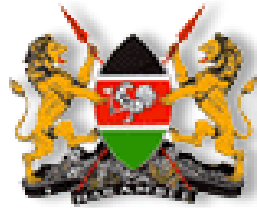
As you are aware the closing/opening date for the above mentioned tender Registration was to be on **Tuesday 1st August, 2023 at 10.00am**. However, we have extended the tender closing/opening date to **Tuesday 8th August, 2023** this is in line with section 88 of the Public Procurement & Asset Disposal Act 2015 (PP&ADA 2015)

Tender documents with detailed specifications and tendering conditions can be obtained and inspected from the Deputy County Commissioners Offices of respective Sub Counties during the normal working hours or can be viewed from www.iterior.go.ke or www.ngcdf.go.ke.

Interested bidders can obtain a set of tender documents upon payment of a non-refundable fee of Kshs.1,000/= in cash at the Sub – County Treasury office or be downloaded free of charge from www.iterior.go.ke or www.ngcdf.go.ke and bring to respective offices for registration.

SERIAL No.....

**OFFICE OF THE PRESIDENT
MINISTRY OF INTERIOR AND NATIONAL ADMINISTRATION**



**COUNTY COMMISSIONER-KERICHO COUNTY
P.O BOX 19-20200 KERICHO**

TENDER DOCUMENT

**TENDER NO. KCO/CTY/4/2023-2025
FOR SUPPLY AND DELIVERY OF GENERAL OFFICE STATIONERY AND COMPUTER
ACCESSORIES IN KERICHO COUNTY**

CLOSING DATE: TUESDAY 1ST AUGUST 2023

TIME: 10.00 A.M

All pages must be paginated

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SECTION I -INVITATION TO TENDER

Date: Tuesday 18th July, 2023

Reference: KCO/CTY/4/2023-2025

Tender Name: Supply and delivery of general office stationery and computer accessories.

Kericho County invites closed tenders for supply and delivery of various items for financial years 2023/2024 &2024/2025

Interested eligible candidates may obtain further information and inspect the tender documents at Kericho Supply Chain Management Office RM15 during normal working hours (8.00 am to 5.00 p.m).

Tenderers will be required to pay in advance a non-refundable tender fee of Kshs 1,000 **per set of tender document payable in cash** at the Kericho National Treasury for which a receipt will be issued.

Tenderers must read all the instructions carefully and ensure all requirements are fulfilled failure to which the bid will be considered unresponsive.

Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender Name and Reference Number and be deposited in the Tender Box located outside Supply Chain Management Offices Room 16 at County Commissioners offices.

So as to reach them on or before **Tuesday 1st August 2023 at 10.00 AM**

Tenders will be opened immediately thereafter in the presence of candidates' representatives who choose to attend.

NOTE:

The government reserves the right to accept or reject any tender in part or whole without giving

**HEAD OF SUPPLY CHAIN MANAGEMENT SERVICES
FOR: COUNTY COMMISSIONER-KERICHO**

2.0 Specific Instruction to Tender Category

2.0.1 Ensure all the documents attached to your tender documents are completely filled and Signed particularly the following forms

TENDERING FORMS

1. Form of Tender
2. Certificate of Independent Tender Determination
3. Self Declaration Form SD1
4. Self Declaration SD2
5. Declaration and Commitment to Code of ethics
6. Tender Information Form
7. Confidential Business Questionnaire
8. Tender Securing Declaration Form
9. Beneficial Ownership Declaration Form

2.0.2 The following documents must be attached to your tender document as a proof of qualification for the award

- Must attach a copy of Certificate of Incorporation/Business Registration
- Must attach a copy of Valid Tax Compliance Certificate
- Must attach a copy of CR12 for Incorporated Companies and ID for directors or copies of National Identity Cards for Business Registration.
- Must attach Valid Single Business Permit with Physical Location
- For youths, Women and Persons with disabilities registration certificate and AGPO certificate must be provided.

Evaluation Criteria

The evaluation of tenders shall systematically proceed in the following stages;

Mandatory Requirement (MR)

1. Must attach a copy of Certificate of Incorporation/Business Registration
2. Must attach a copy of Valid Tax Compliance Certificate
3. Must attach a copy of CR12 for Incorporated Companies and ID for directors or copies of National Identity Cards for Business Registration.
4. Must attach Valid Single Business Permit with Physical Location.
5. For youths, Women and Persons with disabilities registration certificate and AGPO certificate must be provided.
6. Duly Prepared, signed and stamped Form of Tender (in format provided)
7. Duly Completed, Signed and stamped Certificate of independent tender determination
8. Duly Completed, Signed and stamped Self-Declarations of the tenderer Form (SD 1)
9. Duly Completed, Signed and stamped Self-declaration indicating that the person/tenderer will not engage in any corrupt or fraudulent practice Form (SD 2)
10. Duly Completed, Signed and stamped Declaration and commitment to the code of ethics form.
11. Dully Completed, signed and stamped Tender Information Form
12. Dully Completed, signed and stamped Confidential Business Questionnaire
13. Tender document must be properly bound and all pages sequentially serialized or paginated
14. No substitution, modification, alteration to the issued standard document is allowed. The bidders are required to fill the required forms in the standard documents and attach to the standard document all other documents, letters, catalogues, brochures, reports among others where applicable.
15. Copy of MR Receipt

Note: None responsive bidders in preliminary evaluation shall be disqualified from further evaluation

2.0.3 Financial Evaluation

- (i) The lowest evaluated responsive bidders within prevailing market prices shall be considered for award
- (ii) Orders will be given as and when goods are required.
- (iii) All prices quoted must be inclusive of the taxes where applicable, packaging, delivery costs and any other incidental cost, product brands, manufacturer or origin must be clearly indicated for consideration for the award.

2.0.4 Details of registered business premises or offices must be indicated for verification

2.0.5 Failure to comply with any of these requirements will lead to disqualification of the tender.

2.1 Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to instructions to tenderers.

2.1.2 Tenderers shall not be under a declaration of ineligibility for corrupt or fraudulent practices or debarment procedures.

2.1.3 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specifically allowed under section 66(11) of the Act.

2.2 Cost of Tendering

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

2.2.2 The price to be charged for the tender document is Kshs;1,000/=

2.2.3 The procuring entity shall allow the tender to review the tender document free of charge before purchase.

2.3 Tender Document

2.3.1 The tender document comprises the documents listed below and any addenda issued in accordance with clause 2.5 of these instructions to tenderers.

- (i) Invitation to tender
- (ii) Instructions to tenderers
- (iii) Schedule of items and price
- (iv) Conditions of Tender
- (v) Form of tender
- (vi) Confidential Business questionnaire Form
- (vii) Tender Commitment Declaration Form
- (viii) Duly filled signed and stamped self – declaration form that the tendered will not engage in corrupt practices
- (ix) Dully filled Non-Debarment declaration form
- (x) Conditions of Tendering

2.3.2 The tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to meet all the requirements of the tender will be at the tenderer's risk and may result in the rejection of its tender.

2.4. Clarification of Documents

2.4.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for

clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.4.2 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.

2.4.3 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.5 Amendment of Documents

2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reasons, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

2.5.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Tender Prices and Currencies

2.6.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices inclusive of taxes applicable where necessary.

2.6.2 Prices quoted by the tenderer shall be fixed during the tender validity period and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected

2.6.3 The Price quoted shall be in Kenya Shillings.

2.7 Validity of Tenders

2.7.1 Tenders shall remain valid for 120 days from date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.11 Tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.7.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

2.8 Sealing and Marking of Tenders

2.8.1 a) The tenderer shall seal the tender and mark it with the number and name of the tender and be addressed to the Procuring entity at the address given in the Invitation to Tender:

b) Bear, tender number and name in the Invitation for Tenders and the words,
“DO NOT OPEN BEFORE **Tuesday 1st August 2023 at 10.00 AM**”

2.9 Deadline for Submission of Tenders

Tenders must be received by the Procuring entity at the address specified not later than **Tuesday 1st August 2023 at 10.00 AM**

2.9.1 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5. in which case all rights and obligations of the procuring entity and tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

2.10 Modifications And Withdrawals of Tenders

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

2.10.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.9.1. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.10.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer.

2.11 Opening of Tenders

The Procuring entity will open all tenders in the presence of tenderers' representative, who choose to attend on **Tuesday 1st August 2023 at 10.00 AM**

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

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

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

2.12 Clarification of tenders

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

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

2.13 **Evaluation and Comparison of Tenders**

2.13.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computation errors have been made, signed and whether the tenders are generally in order. After examination a tender that will be determined to be substantially non responsive, will be rejected by the procuring entity.

2.13.2 The Procuring entity will evaluate and compare the tenders, which have been determined to be substantially responsive only.

2.14 **Award Criteria**

2.14.1 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender.

2.15 **Notification of Award**

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

2.15.2 Simultaneously the other tenderers shall be notified that their tenders have been unsuccessful.

2.16 **Contacting the Procuring entity**

2.16.1 No tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

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

2.17 **Appendix to Instructions to Tenderers**

The following specific data shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

ITT Reference	Particulars Of Appendix To Instructions To Tenders
A. General	
ITT 1.1	<p>The reference number of the Invitation for Tenders is: <i>KCO/CTY/4/2023-2025</i></p> <p>The Procuring Entity is: <i>KERICHO COUNTY</i></p> <p>The name of the Contract is: SUPPLY AND DELIVERY OF GENERAL OFFICE STATIONERY AND COMPUTER ACCESSORIES.</p> <p>The number and identification of lots (contracts) comprising this Invitation for Tenders is:</p> <p>This is an open tender with possibilities of multiple awards done per lot (item) arrived at after a competitive tender process and taking into account the prevailing market prices. Local Purchase order shall be used to implement the contract of supplies as when needs arise basis.</p>
ITT 1.2(a)	<p>Electronic –Procurement System</p> <p>N/A</p>
ITT 2.3	<p>The firms that provided consulting services for the contract being tendered for are: N/A</p>
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: <i>[Five]</i>
ITT 3.7	A list of debarred firms and individuals is available on the PPRA’s website: www.ppra.go.ke
ITT 3.11	Tenderers shall be required to be registered with Kenya Revenue Authority
B. Contents of Tendering Document	
ITT 6.1	(a) Address where to send enquiries is P O Box 19-20200 Kericho or kerichoeastprocurement@gmail.com to reach Kericho County Commissioner not later than 28th July 2023 at 1600hours.
ITT 6.2	A pre-tender conference will NOT be held
ITT 6.3	The questions to reach the Procuring Entity not later than 28th July 2023 at 1600 hours.
ITT 6.5	The Minutes of the Pre-Tender meeting : N/A
C. Preparation of Tenders	
ITT Reference	Particulars Of Appendix To Instructions To Tenders

ITT 10 (j)	<p>The Tenderer shall submit the following additional documents in its Tender:</p> <ol style="list-style-type: none"> 1. Must attach a copy of Certificate of Incorporation/Business Registration 2. Must attach a copy of Valid Tax Compliance Certificate 3. Must attach a copy of CR12 for Incorporated Companies and ID for directors or copies of National Identity Cards for Business Registration. 4. Must attach Valid Single Business Permit with Physical Location 5. For youths, Women and Persons with disabilities registration certificate and AGPO certificate must be provided 6. Duly Prepared, signed and stamped Form of Tender (in format provided) 7. Duly Completed, Signed and stamped Certificate of independent tender determination 8. Duly Completed, Signed and stamped Self-Declarations of the tenderer Form (SD 1) 9. Duly Completed, Signed and stamped Self-declaration indicating that the person/tenderer will not engage in any corrupt or fraudulent practice Form (SD 2) 10. Duly Completed, Signed and stamped Declaration and commitment to the code of ethics form. 11. Dully Completed, signed and stamped Tender Information Form 12. Dully Completed, signed and stamped Confidential Business Questionnaire 13. Tender document must be properly bound and all pages sequentially serialized or paginated 14. No substitution, modification, alteration to the issued standard document is allowed. The bidders are required to fill the required forms in the standard documents and attach to the standard document all other documents, letters, catalogues, brochures, reports among others where applicable. 15. Copy of MR Receipt
ITT 12.1	Alternative Tenders <i>shall not be</i> considered.
ITT 13.5	The prices quoted by the Tenderer shall not be subject to adjustment during the performance of the Contract.
ITT 13.6	Prices quoted for each item (contract) shall correspond at least to 100% percent of the items specified for each lot (contract).
ITT 13.8 (a) (i) and (ii)	Place of final destination: COUNTY COMMISSIONER-KERICHO
ITT 13.8 (a) (iii)	Final Destination (Project Site): COUNTY COMMISSIONER-KERICHO
ITT 13.8 (b) (i)	Named place of destination, in Kenya is COUNTY COMMISSIONER-KERICHO
ITT 13.8 (b) (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 which is N/A
13.8 (c) (iv)	The place of final destination (Project Site) is COUNTY COMMISSIONER-KERICHO .
ITT 14.2	Foreign currency requirements not allowed .
ITT 15.4	Period of time the Goods are expected to be functioning :During the period of the contract

IIT Reference	Particulars Of Appendix To Instructions To Tenders
IIT 16.2 (a)	Manufacturer's authorization is: <i>Not Required</i>
IIT 16.2 (b)	After sales service is: Exchange of product in case of an issue
IIT 17.1	(a) The Number of days beyond the expiry of the initial tender validity period will be 30 days. (b) The Tender price shall be adjusted by the following percentages of the tender price: <i>N/A</i>
IIT 18.1	In addition to the original of the Tender, the number of copies is: <i>One</i>
IIT 18.2	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: The tender Number and its description addressed to the County Commissioner- Kericho
	D. Submission and Opening of Tenders
IIT 19.0	A tender package or container that cannot fit in the tender box shall be received as follows: Received and registered at the supply chain management offices during normal working hours at Supply Chain Management Office RM16.
IIT 20.0	For <u>Tender submission purposes</u> only, the Procuring Entity's address is: <i>Kericho County P O Box 19-20200 Kericho</i> <i>Attention: Head, Supply Chain Management Services</i> Postal Address: <i>P O Box 19-20200 Kericho</i> Physical Address: <i>Kericho county P O Box 19-20200 Kericho, County Commissioner Headquarters</i> Electronic mail address: kerichoeastprocurement@gmail.com The deadline for Tender submission is: Date: 1 st August <i>2023</i>
IIT 21.1	The Tender opening shall take place at: Deputy County Commissioner's Boardroom Date: 1 st August <i>2023</i> Time: <i>10.00 East African Time</i>
IIT 21.2	The number of representatives of the Procuring Entity to sign is as per the letter of appointment by the Accounting Officer
	E. Evaluation and Comparison of Tenders
IIT 22.0	The manner of rectify quantifiable non material nonconformities described below: <i>N/A</i>

ITT Reference	Particulars Of Appendix To Instructions To Tenders
ITT 21.1	The currency that shall be used for Tender evaluation and comparison purposes to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: <i>Kenya Shillings</i>
ITT 22.2	A margin of preference and/or reservation <i>shall not</i> apply.
ITT 32.5	<i>N/A</i> The invitation to tender is extended to the following group that qualify for Reservations <i>N/A</i>
ITT 33.2	Price evaluation will be done for ALL THE ITEMS
ITT 33.2 (d)	Additional evaluation factors are This is an open tender with possibilities of multiple awards done per lot (item) arrived at after a competitive tender process and taking into account the prevailing market prices. Local Purchase order shall be used to implement the contract of supplies on need basis.
ITT 33.6	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: (a) Deviation in Delivery schedule: <i>No.</i> (b) Deviation in payment schedule: <i>No.</i> (c) the cost of major replacement component, mandatory spare parts, and service: <i>No.</i> (d) the availability in Kenya of spare parts and after-sales services for the equipment offered in the Tender <i>No.</i> (e) Life cycle costs: the costs during the life of the goods or equipment <i>No.</i> (f) the performance and productivity of the equipment offered; <i>No.</i>
	F. Award of Contract
ITT 41.1	The maximum percentage by which quantities may be increased is: <i>15%</i> The maximum percentage by which quantities may be decreased is: <i>15%</i>
ITT 41.1	<i>N/A</i> The Procuring Entity shall increase or decrease the quantity of Goods and Related Services by an amount not exceed 15% and without any change in the unit prices or other terms and conditions of the Tender and the tendering document.
ITT 47.3	Performance security shall be in the sum of <i>N/A</i> of price the bid offer price.
ITT 49.1	The procedures for making a Procurement-related Complaint are detailed in the “Notice of Intention to Award the Contract” herein and are also available from the PPRA Website www.ppra.go.ke .

ITT Reference	Particulars Of Appendix To Instructions To Tenders
	<p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to: Email address: kerichoeastprocurement@gmail.com</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. The terms of the Tendering Documents; and 2. The Procuring Entity's decision to award the contract.

NOTE

Orders will be given as and when goods are required.
Prices should be inclusive of delivery.

SECTION III – PRICE SCHEDULE FOR GOODS TO BE SUPPLIED

TENDERER'S PHYSICAL ADDRESS

The scope of works will include;

The supply and delivery of the various foodstuff and will involve packaging, transport and delivering the same to KERICHO COUNTY:

S/No	ITEMS DESCRIPTION	UNITS	BRAND/ORIGIN	UNIT COST
1.	Adhesive tape 1/2x36 yards	Rolls		
2.	Adhesive tape 1x72 yards	Rolls		
3.	Biro pens bic pointed	Pkt Of 50 Pcs		
4.	Biro pens crystal bic	Pkt of 50pcs		
5.	Bin Box Size 250X204X150mm	No		
6.	Bin Box Size 305X105X155mm	No		
7.	Box Files	No		
8.	Box Files (Double Clips)	No		
9.	Carbon Papers pelican 205	Pkts		
10.	Cello tape Roll 1"	No		
11.	Chalk Colored Dustless (1 Gross-Box)	Pkts		
12.	Chalk White Dustless (1 Gross Box)	Pkts		
13.	Correction Fluid 20Ml	No		
14.	Correction pens	No		
15.	Desk Blotters	Pcs		
16.	Duplicating Ink No 217	Tubes		
17.	Duplicating ink Black	Tubes		
18.	Duplicating paper A4 (297x210mm)	Ream		
19.	Envelope, Buff Manila (110x220mm)clear window	Pkt Of 50 Pcs		
20.	Envelope, Buff Manila A3	Pkt Of 50 Pcs		
21.	Envelope, Buff Manila A4	Pkt Of 50Pcs		
22.	Envelope, Buff Manila A5	Pkt Of 50 Pcs		
23.	Envelope, Buff Manila A6	Pkt Of 50 Pcs		
24.	Envelope, Buff Manila Large	Pkt Of 50 Pcs		
25.	Envelope, Buff Manila Small 110mmx220mm (9x4)	Pkt Of 50 Pcs		
26.	Envelope, Buff Manila Small 81mm x162mm (6x3 ½)	Pkt Of 50 Pcs		

27.	Executive Transparent File Folders PVC	No		
28.	Exercise Books F/Ruled 120 pages	Dozen		
29.	Exercise Books F/Ruled 200 pages	Dozen		
30.	Exercise Books F/Rules 64 pages	Dozen		
31.	Exercise Books F/Rules 96 pages	Dozen		
32.	Fax Roll	No		
33.	Felt Pens	Dozen		
34.	Field Note Books	Piece		
35.	File Covers Manila	No		
36.	File Covers Plastic	No		
37.	File Folders Suspension	No		
38.	Flip Charts	No		
39.	Glue Paste 100ML	Bottle		
40.	Glue Paste 142 cc	Bottle		
41.	Heavy Duty Stapler	No		
42.	Manila papers (Assorted)	No		
43.	Manila Papers Colored	No		
44.	Manila Papers White	No		
45.	News Print papers	Ream		
46.	Note Books Spring Binders A4	No		
47.	Note Books Spring Binders A5	No		
48.	Ordinary Pencil HB	Dozen		
49.	Paper Carbon Typewriter - black (297x210mm)	Pkt		
50.	Paper Carbon Typewriter - Blue (297x210mm)	Pkt		
51.	Paper Clips 33mm - 50g	Pkts		
52.	Paper Clips, Bulldog Small 2'	BOX Of 100		
53.	Paper clips, Bulldog small 2 1/2'	BOX Of 100		
54.	Paper clips, Bulldog Small 3'	BOX Of 100		
55.	Paper Pins (Box of 100)	BOX Of 100		
56.	Paper Punch Heavy Duty Dp 800	No		
57.	Paper Punch Medium DP 800	No		
58.	Paper punch small	No		
59.	Paper Trays Plastic	No		
60.	Paper typewriter Manifold (297x210mm)	Ream		
61.	Paper white Ruled foolscap A4	Ream		
62.	Pen Holders	No		

63.	Pencil Steadtler HB	Dozen		
64.	Photocopier Paper A3	Ream		
65.	Photocopier Paper A4	Ream		
66.	Pocket Files Robin	No		
67.	Pocket Folders (Manila)	No		
68.	Pocket Folders (PVC Laminated)	No		
69.	PVC Spring Files Executive	No		
70.	Counter Books 1 quires	No		
71.	Counter Books 2 quires	No		
72.	Counter Books 3 quires	No		
73.	Counter books 4 quires	No		
74.	Ribbon adding Machine Black/Red	No		
75.	Rough Pads A4 Size	No		
76.	Rubber Band Thick (Box of 100)	Box		
77.	Rubber bands Assorted	Pack		
78.	Rubber Bands Assorted (Box of 100)	Box		
79.	Rulers Plastic 30 Cm	No		
80.	Sealing Wax Superior with Wick 50gm per stick	Box		
81.	Sealing Wax Superior without wick 50 gm per stick	Box		
82.	Sealing Wax, Inferior (course) 60gm per stick	Box		
83.	Self Adhesive Stick labels 515-38 X 16mm	No		
84.	Spring files (manila Cover)	Dozen		
85.	Spring Files (Plastic Covers)	No		
86.	Stamp Pad	No		
87.	Stamp Pad ink	No		
88.	Staple Pins 24/6	No		
89.	Staple Pins 23/17	Pkt		
90.	Stapler No 5626/6	No		
91.	Stapler Ofrex Medium	No		
	Stickers	No		
92.	Giant stapler	No		
93.	Staples No 66	No		
94.	Staples Remover	No		
95.	Stapling pins 24/6	Box		
96.	Stapling pins 50/60	Box		

97.	Stencil Excel	No		
98.	Stencils correcting fluid 23ml	Box		
99.	Stencils Duplicating	Ream		
100.	Thumb/Tack pins	Box		
101.	White Out correction Fluid 15cc bic	Bottle		
102.	Writing Pads Loose Leaf A4	No		
103.	Photocopying papers colored	Ream		
CATRIDGES & TONERS				
1.	HP Printer Cartridges 13A	No		
2.	HP Printer Cartridges 05A	No		
3.	HP Printer Cartridges 511A	No		
4.	HP Printer Cartridges 12A	No		
5.	HP Printer Cartridges 35A	No		
6.	HP Printer Cartridges 29X	No		
7.	HP Printer Cartridges 49A	No		
8.	HP Printer Cartridges 26A	No		
9.	HP Printer Cartridge Black 55A	No		
10	HP Printer Cartridge Black 80A	No		
11	HP Printer Toner 53A	No		
12	HP Printer Cartridges TK65	No		
13	HP Printer Cartridges TK 410	No		
14	Samsung Laser multifunction tonner 111s black	No		
15	Sharp AR 450 Toner	No		
16	Samsung Toner M2070			
17	HP Printer Cartridges DSM6189	No		
18	Computer Covers PVC	Set		
19	Cables Computer /Printers / UPS	Pcs		
20	CD Rom Cleaning Fluid	No		
21	Flash Disks 512MB	No		
22	Flash Disks 1GB	No		
23	Flash Disks 2 GB	No		
24	Flash Disks Sony 512MB	No		
25	Flash Disks Sony 1GB	No		
26	Flash Disks Sony 2 GB	No		
27	Safari com modern	No		
28	Telkom modern	No		
29	Airtel modern	No		

30	Anti-virus disc- Smadav	No		
31	Anti-virus disc- Avast	No		
32	Anti-virus disc- Kaspersky	No		

501	Laserjet Printer	Laserjet Printer (B/W) 35 Ppm	Each	
502	Laserjet Printer Toner	Laserjet Printer (B/W) Toner	Each	
503	Laserjet Printer	Laserjet Colour Printer 35 Ppm	Each	
504	Laserjet Printer Toner	Laserjet Colour Printer Toner	Each	
505	Inkjet Printer	Inkjet Colour Printer 35 Ppm	Each	
506	Inkjet Toner	Inkjet Colour Printer Toner Set	Each	
507	Internal Hard Disk	2Tb (Sata)	Each	
508	Internal Hard Disk	1 Tb (Sata)	Each	
509	Internal Hard Disk	750 Gb (Sata)	Each	
510	Internal Hard Disk	500 Gb (Sata)	Each	
511	External Hard Disk	2Tb (Sata)	Each	
512	External Hard Disk	1 Tb (Sata)	Each	
513	External Hard Disk	750 Gb (Sata)	Each	
514	External Hard Disk	500 Gb (Sata)	Each	
515	Ram	4Gb	Each	
516	Ram	2Gb	Each	
517	Ram	1Gb	Each	
Code	Product	Specifications	Units of Measurement	
518	Flash Disk	2 Gb	Each	
519	Flash Disk	4 Gb	Each	
520	Flash Disk	8 Gb	Each	
521	Flash Disk	16 Gb	Each	
522	Flash Disk	32 Gb	Each	
523	Blank Cd	700 Mb	Each	
524	Blank Dvd	4.7 Gb	Each	
525	Antivirus	One User License, 1 Yrs Warranty	Each	
526	Antivirus	Multi user license, 1 year warranty	Each	
527	MS Office software	2013 Standard	Each	
528	MS Office software	2013 Professional	Each	
529	MS Office software	2016 Standard	Each	
530	MS Office software	2016 Professional	Each	
531	Windows operating system	Windows 10 Professional	Each	
532	Laptops	250 Gb Hhd, Intel Celeron Processor , 2Gb Ram	Each	
533	Laptops	500 Gb Hhd, Core I3 Processor, 4Gb Ram	Each	
Code	Product	Specifications	Units of Measurement	
534	Laptops	750 Gb Hhd, Core I5 Processor, 4Gb Ram	Each	
535	Laptops	1 Tb Hhd, Core I7 Processor, 8Gb Ram	Each	
536	Desktop	500Gb Hdd, Core I3, Ram 4.0 Gb, 15"Tft/Lcd	Each	
537	Desktop	750Gb Hdd, Core I3, Ram 4.0 Gb, 15"Tft/Lcd	Each	
538	Desktop	750Gb Hdd, Core I5, Ram 4.0 Gb, 17"Tft/Lcd	Each	
539	Desktop	1Tb Hdd, Core I5, Ram 4.0 Gb, 19"Tft/Lcd	Each	
540	Desktop	750Gb Hdd, Core I7, Ram 4.0 Gb, 19"Tft/Lcd	Each	

541	Desktop	1Tb Hdd, Core I7, Ram 4.0 Gb, 19"Tft/Lcd	Each	
542	Tft/Lcd Screen	15"	Each	
543	Tft/Lcd Screen	17"	Each	
544	Tft/Lcd Screen	19"	Each	
545	Tft/Lcd Screen	21"	Each	
546	Ups	750 Volts/500 Watts	Each	
547	Modem	3 G	Each	
548	Tablet	10 "	Each	
549	Tablet	8 "	Each	
Code	Product	Specifications	Units of Measurement	
550	Tablet	7"	Each	
551	Computer Dust Blower	1500 W	Each	
552	Optical Mouse	Optical	Each	
553	Ordinary Mouse	Ordinary	Each	
554	Intex 600W Power Supply		Each	
555	Power Cable		Each	
556	Vga Cable		Each	
557	Speakers	Intex/Creative	Each	
558	Projector		Each	
559	Scanner		Each	
560	Wireless Access Point		Each	
561	Wireless Broadband Router		Each	
562	Dlink Wireless Adapter		Set	
563	Tlink Router		Each	
564	Keyboard	Standard	Each	
565	Laptop Charger		Each	
Code	Product	Specifications	Units of Measurement	
566	Cmos Battery		Each	
567	Laptop Battery		Each	
568	Usb Hub Extension Cable	1.5 Mts	Each	
569	Computer Cleaning Foam	500 Ml	Each	

NOTE

Orders will be given as and when goods are required.

Prices should be inclusive of delivery.

REMARKS.....

Signature of tenderer

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provisions

10 Evaluation of Tenders (ITT 33)

11 Successful Tender or Tenders

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate Tenders. By applying these criteria and methodologies, the Procuring Entity shall determine the successful Tender or Tenders which has/have been determined to:

- a) be substantially responsive to the tender documents;
- b) offer the lowest evaluated cost to the Procuring Entity for all items of Goods to be procured based on either a single Contract or all multiple Contracts combined, as the case may be, in accordance with the ITT 13.6 inviting Tender prices and discounts, and provisions made of the Tender Document for evaluation of tenders and award of contract (s); and be offered by Tenderer or Tenderers that substantially meet the qualification criteria applicable for Contract or combined Contracts for which they are selected.

12 Evaluation of Tenders

Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered non- responsive and will not be considered further.

MR	PARTICULARS	YES/NO
1.	Must attach a copy of Certificate of Incorporation/Business Registration	
2.	Must attach a copy of Valid Tax Compliance Certificate	
3.	Must attach a copy of CR12 for Incorporated Companies and ID for directors or copies of National Identity Cards for Business Registration.	
4.	Must attach Valid Single Business Permit with Physical Location	
5.	For youths, Women and Persons with disabilities registration certificate and AGPO certificate must be provided	

6.	Duly Prepared, signed and stamped Form of Tender (in format provided)	
7.	Duly Completed, Signed and stamped Certificate of independent tender determination	
8.	Duly Completed, Signed and stamped Self-Declarations of the tenderer Form (SD 1)	
9.	Duly Completed, Signed and stamped Self-declaration indicating that the person/tenderer will not engage in any corrupt or fraudulent practice Form (SD 2)	
10.	Duly Completed, Signed and stamped Declaration and Commitment to the code of ethics form.	
11.	Dully Completed, signed and stamped Tender Information Form	
12.	Dully Completed, signed and stamped Confidential Business Questionnaire	
13.	Duly filled ,Signedand stamped Beneficial Ownership Declaration form in the format provided in this tender document.	
14.	Tender document must be properly bound and all pages sequentially serialized or paginated	
15.	No substitution, modification, alteration to the issued standard document is allowed. The bidders are required to fill the required forms in the standard documents and attach to the standard document all other documents, letters, catalogues, brochures, reports among others where applicable.	
16.	Copy of MR Receipt	
OVERALL SCORE (R OR NR)		
R-Responsive		
NR-Not Responsive		
Note: Tenders that do not pass the Preliminary Examination will be considered Non-responsive and will not be considered further.		

221 Evaluation of Technical aspects of the Tender

The Procuring Entity shall negotiate on various aspects of the Tender to determine compliance with the Procuring Entity's requirements under Section V 'Schedule of Requirement' and whether the Tenders are substantially responsive to the Technical Specifications and other Requirements. Technical Evaluation

Technically responsive bidder shall be considered for financial evaluation stage.

Note: Non-responsive bidders in Technical evaluation shall be disqualified from further evaluation.

PRICE EVALUATION

Consistent with and in addition to the criteria listed in ITT 33.3 and ITT 29.3; and ITT 34 and its subparagraphs the following criteria shall apply:

SECTION IV –CONDITIONS OF TENDER

- 4.1 A tenderer may tender for each item or each lot and may tender for as many items or lots as he/she wishes.
- 4.2 Brand or source must be indicated for all items marked with * to be considered
- 4.3 Only registered businesses will be considered, Name of all Directors and owners must be clearly listed in the confidential business questionnaire
- 4.4 Tenderers who will be awarded contracts will be required to deliver the goods within 7 days and not later than 14 days of receipt of the orders or within a reasonable time as will be agreed for Services and works, but not later than 21 days failure to which the contract award will be cancelled.
- 4.5 Tenderers who will not be awarded contracts will be notified within a reasonable time.
- 4.6 After the contract award, any price change request must be in writing failure to deliver on condition of price change will be treated as default and contract will be terminated without notice

SECTION IV - TENDERING FORMS

1. Form of Tender
2. Certificate of Independent Tender Determination
3. Self Declaration Form SD1
4. Self Declaration SD2
5. Declaration and Commitment to Code of ethics
6. Tender Information Form
7. Confidential Business Questionnaire
8. Tender Securing Declaration Form
9. Beneficial Ownership Declaration Form

Form S31

5.1 FORM OF TENDER

Date _____

Tender No. _____

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

2.18 Having examined the tender documents including Addenda

Nos..... *.insert numbers*, of which is hereby duly acknowledged,

10. we, the undersigned, offer to provide.....

.....

[description of services]

in conformity with the said tender documents for the sum of **as per unit prices of various items** (*total tender amount*)

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

- 2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
- 3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
- 4. We agree to abide by this Tender for a period of*[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 2023

[signature] [In the capacity of]

Duly authorized to sign tender for and on behalf of _____

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 Boxbeing 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.

.....
(Title)

.....
(Signature)

.....
(Date)

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.....

TENDERER INFORMATION FORM

[The tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Tender submission]*

Tender Name and Identification*[Insert identification*

Alternative No.....*[insert identification No if this is a Tender for an alternative]*Pageof.....pages

1. Tenderer's Name
2. In case of JV, legal name of each member: <i>[N/A]</i>
3. Tenderer's actual or intended country of registration: <i>[.....]</i>
4. Tenderer's year of registration: <i>[.....]</i>
5. Tenderer's Address in country of registration: <i>[.....]</i>
6. Tenderer's Authorized Representative Information Name: <i>[.....]</i> Address:..... <i>[insert Authorized Representative's Address]</i> Telephone.....: <i>[.....]</i> Email Address: if any <i>[.....]</i>
(i) Legal and financial autonomy (ii) Operation under commercial law (iii) Establishing that the tenderer is not under the supervision of the Procuring Entity

DISCLOSURE OF INTEREST- Interest of the Firm in the Procuring Entity.

- (i) Are there any person/persons in (*Name of Procuring Entity*) who has 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 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 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 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?		

(e) Certification

On behalf of the Tenderer, I certify that the information given above is

correct. Full Name _____

Title or Designation _____

(Signatur

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or whichever applies to your type of business.

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

Part 1 – General

Business Name

Location of business premises; Country/Town.....

Plot No..... Street/Road

Postal Address..... Tel No.....

Nature of Business.....

Current Trade Licence No..... Expiring date.....

Maximum value of business which you can handle at any time: K. pound.....

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietor

Your name in full..... Age.....

Nationality..... Country of Origin.....

Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
2.19
2
3

DETAILED TECHNICAL SPECIFICATIONS AND STANDARDS

Summary of Technical Specifications: The Goods and Related Services shall comply with following Technical Specifications and Standards.

- i. The goods shall be supplied fresh*
- ii. The goods shall be well packaged in the right quantities and with quality packaging materials .KFS reserves the right to measure and confirm the quantities indicated in the package.*
- iii. The goods shall be transported using clean vehicles to ensure they arrive at the destination in the right condition*
- iv. If required to be inspected by a qualified officer , the tenderer shall ensure that is done prior to delivery(e.g meat on bone)*
- v. If required to be certified by KEBS the same shall be confirmed.*

1. Inspections and Tests

Upon the supply and delivery of the foodstuff to **procuring entity**, the inspection and acceptance committee duly appointed shall conduct the necessary inspection and tests of the items and services offered.

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1(h)	The Procuring Entity is: <i>Kericho County</i>
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms . If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: <i>[exceptional; refer to other internationally accepted trade terms]</i>
GCC 4.2 (b)	The version edition of Incoterms shall be <i>INCOTERMS 2015</i>
GCC 8.1	For notices , the Procuring Entity’s address shall be: Attention: <i>-Head, Supply Chain Management Services</i> Postal address 19-20200 Kericho Physical Address Procurement office in County Commissioner’s Office-Kericho Electronic mail address: kerichoeastprocurement@Gmail.com
GCC 10.4.2	The place of arbitration shall be KERICHO
GCC 13.1	Details of Shipping and other Documents to be furnished by the Supplier are <i>[insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer’s or Supplier’s warranty certificate, inspection certificate issued by nominated inspection agency, Supplier’s factory shipping details etc.]</i> . The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

GCC 15.1	The prices charged for the Goods supplied and the related Services performed <i>[insert “shall” or “shall not,” as appropriate]</i> be adjustable. If prices are adjustable, the following method shall be used to calculate the price adjustment <i>N/A</i>
GCC 16.1	<i>Sample provision</i> GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: A. Payment for Goods supplied (i) Payment on delivery: Payment will be made upon delivery, inspection and submission of a tax invoice.
GCC 16.5	The payment-delay period after which the Procuring Entity shall pay interest to the supplier shall be <i>[insert number]</i> days. The interest rate that shall be applied is <i>[insert number]</i> %
GCC 18.1	A Performance Security <i>shall NOT be required which shall be</i>
GCC 18.3	If required, the Performance Security shall be in the form of: <i>Bank guarantee</i> <i>N/A</i>
GCC 24.1	The insurance coverage shall be as specified in the Incoterms . <i>The supplier shall be responsible for insurance up-to the point of delivery.</i>
GCC 25.1	Responsibility for transportation of the Goods shall be the responsibility of the supplier
GCC 25.2	Incidental services to be provided are: <i>[Selected services covered under GCC Clause 25.2 and/or other should be specified with the desired features. The price quoted in the Tender price or agreed with the selected Supplier shall be included in the Contract Price.]</i>
GCC 26.1	The inspections and tests shall be: <i>Inspection and Acceptance committee will carry out inspection and tests at the point of delivery.</i>
GCC 26.2	The Inspections and tests shall be conducted at: <i>the delivery points</i>
GCC 27.1	The liquidated damage shall be: N/A
GCC 27.1	The maximum amount of liquidated damages shall be :N/A
GCC 28.5, GCC 28.6	The period for repair or replacement shall be: 3 days.

FORM NO. 2 - REQUEST FOR REVIEW

FORM FOR REVIEW(r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....

.....

...APPLICANT AND

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

Request for review of the decision of the..... (Name of the Procuring Entity ofdated the...day of20.....in the matter of Tender No.....of20..... for..... (Tender description).

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....P. O. Box No..... Tel. No.....Email....., hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely: 1. 2.

By this memorandum, the Applicant requests the Board for an order/orders that: 1. 2.

SIGNED(Applicant) Dated on.....day of/...20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....
.....20.....

SIGNED

Board Secretary