BARINGO COUNTY GOVERNMENT



Tender Document

For

TENDER NO.
BRCG/TNR/7/2019/2020& 20202021

TENDER Name: - Supply of Textile Items FINANCIAL YEAR 2019/2020

BARINGO COUNTY GOVERNMENT P. O. Box 53 - 30400 KABARNET

Tel: 053-22115

CLOSING DATE: 22ND AUGUST **2019**

TIME: 12.00 NOON (EAST AFRICAN TIME)

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SECTION I - INVITATION TO TENDER

DATE: 7^{TH} **AUG, 2019**

TENDER REF NO: <u>BRCG/TNR/7/2019-2020& 2020-2021</u>

TENDER NAME: Supply of Textile Items

- 1.1 The Baringo County Government invites sealed bids for frame work contracts from eligible candidates for Supply of Textile Items to Government Ministries / Departments & Public Institutions in Baringo County for Financial Year 2019-2020& 2020-2021 with effect from 1st October, 2019.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the Office of the Governor, Baringo County Government (Supply Chain Management Unit), AFC Building, P. O. Box 53 30400, Kabarnet during normal official working hours (8.00am to 5.00pm).
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of Kshs. 1,000 (Kenya Shillings One Thousand Only) in cash to the Cash Office situated at the Revenue Office, AFC Building, Baringo County Government(along Kabarnet Eldoret Road) or Bankers cheque payable to The Office of the Governor, Baringo County Government, P. O. Box 53 30400, Kabarnet.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box situated at the Supply Chain Management Unit, located at AFC Building, Baringo County Government (along Kabarnet Eldoret Road) or be addressed to The Office of the Governor, Baringo County Government, P. O. Box 53 30400, Kabarnetso as to be received on or before Thursday 22nd August, 2019 12.00 pm (East African Time).
- Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for **One Hundred and Twenty (120)**days from the closing date of the tender.
- 1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at <u>Baringo County</u> <u>Government Offices, AFC Building (along Kabarnet Eldoret Road).</u>

DIRECTOR, SUPPLY CHAIN MANAGEMENT SERVICES BARINGO COUNTY GOVERNMENT

SECTION II - INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4. The Tender Document

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

- 1 Invitation to Tender
- 2 Instructions to tenderers
- 3 General Conditions of Contract
- 4 Special Conditions of Contract
- 5 Schedule of requirements
- 6 Technical Specifications
- 7 Tender Form and Price Schedules
- 8 Tender Security Form
- 9 Contract Form
- 10 Performance Security Form
- 11 Bank Guarantee for Advance Payment Form
- 12 Manufacturer's Authorization Form
- 13 Confidential Business Questionnaire
- 2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.5 Clarification of Documents

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

2.6 Amendment of Documents

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

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

2.7 Language of Tender

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

2.8 Documents Comprising of Tender

- 2.8.1 The tender prepared by the tenderers shall comprise the following components
 - a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
 - b documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
 - d tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

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

2.10 Tender Prices

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4The validity period of the tender shall be 60 days from the date of opening of the tender.

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications

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

2.13 Goods Eligibility and Conformity to Tender Documents

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

- 2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
 - a detailed description of the essential technical and performance characteristic of the goods;
 - a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
 - a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.13.4For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

- **2.14.1** The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.
- 2.14.2The tender security shall be in the amount of 0.5 2 per cent of the tender price.
- 2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 2.14.4The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.22
- 2.14.6Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.7The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.8The tender security may be forfeited:
 - a if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or in the case of a successful tenderer, if the tenderer fails to sign the contract in accordance with paragraph 2.27

or

b to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

- 2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.
- 2.15.2In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

- 2.16.1 The Procuring entity shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.16.2The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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

2.17 Sealing and Marking of Tenders

- 2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 2.17.2The inner and outer envelopes shall:
 - (a) be addressed to the Procuring entity at the address given in the Invitation to Tender:
 - (b) bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," (as per Tender notice)
- 2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".
- 2.17.4If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.18 Deadline for Submission of Tenders

- 2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than (as per Tender notice)
- 2.18.2The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

- 2.19.1The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.
- 2.19.2The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.

- 2.19.4No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7
- 2.19.5The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

- 2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at (as per Tender notice) and in the location specified in the Invitation to Tender.
 - The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.20.2The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.3 The Procuring entity will prepare minutes of the tender opening.

2.21 Clarification of Tenders

- 2.21.1To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.21.2Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

- 2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail
- 2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.22.4Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non conformity.

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

- 2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.24.2The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Preference

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

2.26 Contacting the Procuring entity

- 2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.26.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

- 2.27.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.27.2The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

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

(c) Procuring entity's Right to Vary quantities

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

(d) Procuring entity's Right to accept or Reject any or All Tenders

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

2.28 Notification of Award

- 2.28.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties
- 2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

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

2.30 Performance Security

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

2.31 Corrupt or Fraudulent Practices

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

- "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;
- 2.31.2The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO TENDERERS

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

| INSTRUCTIONS
TENDERERS
REFERENCE | TO
(ITT) | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS |
|--|------------------|--|
| ITT-2.1.1 | 1
2
3
2 | The name of the client is: - Baringo County Government. The eligible firms are those capable of supplying Textile Items as provided in the Price Schedule-Section (VI). Location/Delivery Point(s): -Government Ministries / Departments and Public Institutions in Baringo County. Contract period-: Financial Year 2019-2020with effect from 1st October, 2019. |
| ITT-2.3.2 | | The cost of the tender documents is Kshs.1,000/= per set of Tender Document. |
| ITT-2.4.1 | | In this Tender, sub-clause (xi) on Bank Guarantee for |

| | Advance Payment is not applicable . |
|-------------------|---|
| ITT-2.10.1 | Quantity to determine total tender price: - As and When |
| | Required basis. |
| ITT-2.10.4/2.15.1 | Tender validity period: - 120 days from the date of Tender |
| | opening. |
| ITT-2.11.1 | Prices quoted shall be in Kenya Shillings . |
| ITT-2.14.1 | Bid Security is not applicable and is not a prerequisite for |
| | participation in this Tender. |
| ITT-2.16.1/2.17.1 | Submit Tender documents in Original &Copy and in the |
| | recommended format. |
| ITT-2.17.2/2.18.1 | Submission deadline: Not later than Thursday22 nd August |
| | 2019, 12.00 Noon andbe deposited in the Tender Box |
| | situated at the Supply Chain Management Unit located |
| | at AFC Building, Baringo County Government (along |
| | Kabarnet Eldoret Road), Kabarnet. |
| ITT-2.20.1 | Opening of Tenders: Tuesday 22 nd August, 2019, 12.00 |
| | noon. |
| ITT-2.27.5 | Quantity of goods-: This is a Term Contract to be used by |
| | all Department and Institutions in Baringo County and |
| | orders will be placed as and when required basis (AWR). |

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

(a) Definitions

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

- "The Contract" means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 2 "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- 3 "The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.

- 4 "The Procuring entity" means the organization purchasing the Goods under this Contract.
- 5 "The Tenderer' means the individual or firm supplying the Goods under this Contract.

(b) Application

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

(c) Country of Origin

- 1. For purposes of this clause, "Origin" means the place where the Goods were mined, grown or produced.
- 2. The origin of Goods and Services is distinct from the nationality of the tenderer.

(d) Standards

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

(e) Use of Contract Documents and Information

- 1. The tenderer shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 2. The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above
- 3. Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

(f) Patent Rights

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

(g) Performance Security

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

- 2. The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3. The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

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

(h) Inspection and Tests

- 1. The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 2. The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3. Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 4. The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 5. Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

(i) Packing

- 1. The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

(j) Delivery and Documents

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

(k) Insurance

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

(l) Payment

- 1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract
- 2 Payments shall be made promptly by the Procuring entity as specified in the contract

(m) Prices

- 1. Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
- 2. Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3. Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 4. Price variation request shall be processed by the procuring entity within 30 days of receiving the request

(n) Assignment

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

(o) Subcontracts

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

(p) Termination for default

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

- a. if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
- b. if the tenderer fails to perform any other obligation(s) under the Contract
- c. if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- 2. In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

(q) Liquidated Damages

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

(r) Resolution of Disputes

- 1. The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract
- 2. If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

(s) Language and Law

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

(t) Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

- (a) The participating tenderer is expected to furnish the Procuring Entity with the following documents / information pursuant to clause 2.12 of the Instructions to Tenderers: -
 - 1. The tenderer <u>MUST</u> provide documentary proof (Copy to be attached) that he / she is in possession of the following credentials: -
 - (i) A Certificate of Incorporation and/or Certificate of Registration of Business Name.
 - (ii) PIN Certificate.
 - (iii) VAT Certificate.
 - (iv) Valid Tax Compliance Certificate.
 - (v) Valid Trade Licenses (where applicable).
 - 2. Reliable communication services e.g. fixed line(s) telephone numbers, faxes, Postal addresses, e-mails, websites and mobile phone(s).
 - 3. Physical address (location of .premises, Street, name of Building and office Number).
 - 4. Evidence of past performance copies of local purchase orders (LPOs) from established organizations to be attached, if any.
 - 5. Submitted Bids documents **MUST** be serialized.
 - 6. Copy of CR12 MUST be attached.
- (b) **Physical evaluation**

Firms considered responsive after the document evaluation will be visited physically by an appointed team of officers to asses the tenderer based on the criteria indicated below.

- (i) Line of business to stock / supply existence of business premises.
- (ii) Evidence of capacity to supply. The evidence to be in form of contracts with established institutions, LPOs and daily sales records.
- (iii) Availability of transport assets evidence in form of copies of appropriate vehicle log books in the names of the tenderer to be provided.
- (c) Form of Tender and confidential business questionnaire <u>MUST</u> be dully filled by the applicant / an authorized representative and signed & stamped or embossed with company seal.
- Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for **One Hundred and Twenty (120)**days from the date of tender closing up to and including
- (f) Tenderers shall be required to provide evidence of financial stability. These should be in form of Audited Financial Statements and / or Bank Statements. Failure to submit the evidence may render the tender non-responsive.
- (g) Tenderers shall be required to submit their offers in a set of two copies each one marked "ORIGINAL OFFER" and the other "COPY OF OFFER". The original and copy shall be sealed in separate envelopes duly marked as "ORIGINAL" and "COPY". The envelopes shall then be sealed in one plain unmarked outer envelope bearing only the tender number **pursuant to clause**2.16 of the Instructions to Tenderers.

(h) **Delivery**

Delivery shall be on "as and when required" basis to Departments & Public Institutions in Baringo County (See clause 3.10. of the General Conditions of Contract).

(i) Payment

This being a tender for <u>Supply of Textile Items</u>to <u>Ministries / Departments & Public Institutions in Baringo County for the Financial Year 2019-2020& 2020-2021 with effect from 1stOctober, 2019, respective Ministries/Departments & Public Institutions shall pay directly to the contractor on receipt of goods ordered, which in any case shall be within 30 days of receipt. (See clause 3.12 of the General Conditions of Contract)</u>

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

- (k) Prices quoted <u>SHALL BE IN KENYA SHILLINGS</u> and should include all costs of shipment and handling until the goods are actually receipted at the respective Procuring Entity's premises.
- (I) A market Survey will be undertaken by the procuring entity to ascertain the veracity of prices quoted for items recommended for award against the prevailing competitive market prices.
- (m) TENDERERS ARE REQUIRED TO ENSURE THAT ALL PAGES OF THEIR TENDER DOCUMENTS ARE PROPERLY SERIALIZED AND STAMPED / SIGNED AND THE DOCUMENT SHOULD BE PROPERLY BOUND. LOOSE TENDER DOCUMENTS WILL BE DECLARED NON RESPONSIVE.
- (n) Blacklisted, debarred and suspended firms are not eligible for this procurement.
- (o) A copy of the official receipt issued by the procuring entity for the purchase of the tender documents must be attached as proof of Tender purchase.
- (p) TENDERERS ARE ADVISED TO QUOTE THEIR BID PRICES IN THE ORIGINAL PRICE SCHEDULE PROVIDED IN THIS TENDER DOCUMENT. INTRODUCTION OF A PRICE SCHEDULE DIFFERENT FROM THE ONE PROVIDED IN THIS DOCUMENT IN SECTION (V) WILL LEAD TO DISQUALIFICATION.
- (q) All items to be supplied must be properly marked, or imprinted GOK.
- (r) Tenderers, who do not qualify for contract award and may wish to collect their samples, shall do so within a period of thirty (30) days of Tender Notification.
- (s) Special conditions of contract as relates to the GCC: -

| REFERENCE OF GCC | SPECIAL CONDITIONS OF CONTRACT |
|--------------------------|---|
| 3.10.1 Delivery of goods | The delivery period for the goods shall be within a period of 30 days and not exceeding 45 days on placing an LPO unless specifically indicated by the respective procuring entity. |
| 3.12.1 Terms of payment | Payment shall be made within a period of 30 days after full delivery of goods as prescribed in the LPO. |
| 3.13.1 Prices | The prices offered shall be fixed for the period stated in the Tender Invitation. |
| 3.13.1 Market Survey | Award of contract will be subject to a market survey to ascertain the veracity of bid prices. |

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

- 5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers are requested to present information along with their offers as follows:
 - (i) Shortest possible delivery period of each product
 - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

5.2 TECHNICAL SPECIFICATIONS PARTICULARS

(See technical specifications on the Price Schedule for Goods Next Page)

TECHNICAL SPECIFICATIONS FOR TEXTILE ITEMS FY 2019-2020

| ITEM
NO. | ITEM DESCRIPTION | ITEM SPECIFICATIONS |
|-------------|---|--|
| 2 | Blanket, Cellular Cotton
Leno, Sky Blue Large,
size 180 × 230cm | Cellular Cotton Leno Blankets Sky Blue Large, size 180 x 230cm, mass 1.35kg Should conform to KS. GKD 08-1:2000 Standards for specifications |

| ITEM
NO. | ITEM DESCRIPTION | ITEM SPECIFICATIONS |
|-------------|--|--|
| | | Individually packaged in polythene bag Pack of 25pcs Each carton to be clearly marked with the name and characteristics of the article and number of units per carton. Standard weight of carton 15-30kg. Should be Screen Printed in indelible ink. To be imprinted with: "GOK" in block bold letters, (6" size minimum) in middle and 4 corners Product should be labeled with Manufacturer's Name and address and Country of Origin Manufacturer must be KEBS / ISO certified or equivalent |
| 3 | Blanket, Cot, Cellular, Size 90 cm × 130 cm | Submit sample of two blankets for evaluation. Cotton Leno, Cellular, Sky Blue Small, mass 1.00kg - Refer to KS. GKD 08-1:2000 Standards for specifications Individually packaged in polythene bag Each carton to be clearly marked with the name and characteristics of the article and number of units per carton. Standard weight of carton 15-30kg. Should be Screen Printed in indelible ink. To be marked with: "GOK" in block bold letters" (6" size minimum) Product should be labeled with Manufacturer's Name and address and Country of Origin Manufacturer must be KEBS / ISO certified or equivalent Submit sample of two blankets for evaluation. |
| 8 & 9 | Case / Slip, Pillow with Inner Flap, Size 50 cm × 70 cm, Colour: White Sky Blue | Case / slip, Pillow, white 100%cotton material With Inner flap 20cm Labeled with Manufacturers name and address, country of origin and Batch No. Each carton must be clearly marked with the name and characteristics of the article and number of pieces per carton Must be packed in 20 pcs in a polythene bag. |

| ITEM
NO. | ITEM DESCRIPTION | ITEM SPECIFICATIONS |
|-------------|----------------------|--|
| 110. | | • Standard weight of certon 15 20kg |
| | | Standard weight of carton 15-30kg Should conform to VERS / ISO Standards |
| | | Should conform to KEBS / ISO Standards Magneto stures must be KEBS / ISO contified an agriculant. |
| | | Manufacturer must be KEBS/ISO certified or equivalent |
| | | Submit two pieces sample for evaluation. |
| 23-26 | Gown, Sizes: - Small | • Cover-all gown, sterile, which is worn over clean work wear (shirt, trousers) in order to carry out aseptic medical/surgical activities. |
| | - Medium | Straps behind at the neck and waist. |
| | - Large | Material: |
| | - Extra Large | Either |
| | | • Woven polyester / cotton (50%-50%) |
| | | Designation: 50 % polyester/50 % cotton fabric, heat set |
| | | • Number of threads: warp: 24, weft: 22 |
| | | Metric count: warp: 28, weft: 28 |
| | | • Weight per m²: 175 g |
| | | OR |
| | | • 100 % cotton cretonne fabric |
| | | • Number of threads: warp: 24, weft: 24 |
| | | Metric count: warp: 28, weft: 28 |
| | | • Weight per m²: 180 g |
| | | Specifications: |
| | | • Reusable |
| | | Preferably gown with raglan sleeves, non-deforming cuffs in jersey |
| | | • (12 cm) with braided thumb loop. Back closing + covering back |
| | | Panel with braided side fastening (orthopedic type gown) |
| | | Size S: - Length 118cm |
| | | - Chest measurement: 82-85cm |
| | | - Hip measurement: 89-92cm |
| | | Size M: - Length 127cm |
| | | - Chest measurement: 93-97cm |
| | | - Hip measurement: 99-103cm |
| | | Size L: - Length 128cm |

| ITEM | ITEM DESCRIPTION | ITEM SPECIFICATIONS |
|------|--------------------------|--|
| NO. | | |
| | | - Chest measurement: 102-105cm |
| | | - Hip measurement: 108-110cm |
| | | Size XL: - Length 128cm |
| | | - Chest measurement: 110-115cm |
| | | - Hip measurement: 115-122cm |
| | | • Washing: normal withstands boiling and autoclaving resists to chlorine 0.5% |
| | | Individual packaging in polythene |
| | | • Each set should be Properly packed in individual polythene paper |
| | | • Should be imprinted: "GOK" in block bold letters, |
| | | • Packed in 25 pieces |
| | | • Each carton must be clearly marked with the name and characteristics of the article and number of pieces per carton |
| | | • Labeled with Manufacturers name and address, country of origin and Batch No. |
| | | Standard Weight of carton should be 15-30kg. |
| | | Manufacturer must be KEBS / ISO certified or equivalent |
| | | Submit sample of two pieces for evaluation. |
| 30 | Mackintosh, Waterproof - | Color deep green |
| | sheeting material, Green | • size 100cm width |
| | | • 50 metres per roll packed in a polythene bag, |
| | | Should be stitch able, antifungal, washable and antibacterial |
| | | • Labeling must be in English. |
| | | • Materials should be labeled with: "GOK" in block bold letters, Manufacturer's Name and address, Country of Origin, Batch No, |
| | | • Standard weight of carton 15-30kg. |
| | | Must conform to KEBS / ISO standard |
| | | Manufacturer must be KEBS / ISO certified or equivalent |
| | | Submit sample of two metres for evaluation. |
| 31 | Masks, Face, Disposable | • Must be 3ply. |
| | | Hypo allergenic non woven fabric for comfort with excellent fit. |

| ITEM
NO. | ITEM DESCRIPTION | ITEM SPECIFICATIONS |
|-------------|-------------------------|--|
| | | Soft comfortable inner lining. |
| | | Must have soft aluminum nose piece with long tying tapes. |
| | | • For single use. |
| | | • Should be packed in individual easy peel pack made of paper or polythene. |
| | | Labeling should be in English. |
| | | • Each carton to be clearly marked with the name and characteristics of the article and number of pieces per carton. |
| | | • Pack should be marked with: : "GOK" in block bold letters, |
| | | Date of Manufacture indicated, |
| | | Manufacturer's name and address, country of origin and batch No. clearly indicated |
| | | • Clearly labeled, properly packed in a convenient box of 50 pcs facilitating easy removal, application and storage |
| | | • Standard weight of carton 15-30kg. |
| | | Should conform to KEBS / ISO standards or equivalent. |
| | | Manufacturer must be KEBS / ISO certified or equivalent. |
| | | Submit one box sample for evaluation. |
| 33 | Material, Cotton, Green | General information |
| | | To maintain aseptic conditions in the operative field. |
| | | Specifications |
| | | • Material: 100% cotton |
| | | • Specifications: re-usable (Autoclavable) |
| | | • Packaging: Roll of 36" × 40m |
| | | • Each roll individually packed in a waterproof polythene bag. |
| | | Labeling should be in English |
| | | • Each roll should be clearly marked with the name and characteristics of the article and number of metres. |
| | | • Product should be labeled with: "GOK" in block bold letters, Manufacturer's Name and address, Country of Origin, Batch No, and Manufacture Date. |
| | | • Standard weight of secondary packaging (Polythene Bag) 15-30kg |

| ITEM
NO. | ITEM DESCRIPTION | ITEM SPECIFICATIONS |
|-------------|---|---|
| | | Must Conforms to KEBS/ISO standard or equivalent Manufacturer must be KEBS / ISO certified or equivalent Submit sample of 1metre for evaluation |
| | | |
| 44 | Mattress, Foam, High density, Cot, Deep green | Mattress, Foam,Colour - Deep Green, |
| | size 140 cm × 60 cm × 10 cm | • Size 140cm X 60 cm X 10 cm |
| | | High Density |
| | | • Complete covered with sheeting waterproof (Mackintosh which is anti-fungal, anti-bacterial, washable, Mackintosh cover with outer flap 10". Inner covering with blue cotton Polyester |
| | | Should be Screen Printed in indelible ink. |
| | | To be imprinted with bold block letters "GOK" |
| | | Product should be labeled with Manufacturer's Name and address and Country of Origin and Date of Manufacture. |
| | | Manufacturer must be KEBS / ISO certified or equivalent |
| | | Should conform to KEBS / ISO standard or equivalent |
| | | Submit one sample for evaluation |
| 45 | Mattress, Foam, High
Density, size 74" × 36" × | • Mattress, Foam, |
| | 4" | • Colour -Deep Green, |
| | | • size 74" x 36" x 4" |
| | | • High Density, |
| | | • minimum 35kgs / m3 |
| | | • complying with KS 03-376 part 0 and 2 of 1999, |
| | | • complete covered with sheeting waterproof (Mackintosh) which is anti-fungal, anti-bacterial, washable, Mackintosh cover with outer flap 10" inner covering with blue cotton Polyester |
| | | • Should be Screen Printed in indelible ink "GOK" in block bold letters |
| | | • Product should be labeled with Manufacturer's Name and address and Country of Origin and Date of Manufacture. |

| ITEM
NO. | ITEM DESCRIPTION | ITEM SPECIFICATIONS |
|-------------|--|---|
| | | Manufacturer must be KEBS / ISO certified or equivalent Submit one sample for evaluation |
| 48 | Pillow, Foam, High density, Size 40cm x 60cm | Pillow foam (High density) standard for Hospital use 100% white Cotton material with waterproof sheeting (micro-vent) Size 40cm x 60cm. Should be stuffed with Kapok Colour deep green (micro-vent) Securely stitched. Should have a 10" flap Individually packaged in polythene bag Pack of 6 pillows, Each carton to be clearly marked with the name and characteristics of the article and number of units per carton. Standard weight of carton 15-30kg. Should be Screen Printed in indelible ink. To be imprinted with: "GOK" in block bold letters, (6" size minimum) Product should be labeled with Manufacturer's Name and address and Country of Origin Manufacturer must be KEBS / ISO certified or equivalent Submit sample of two for evaluation |
| 53-56 | Sheet, Brown Khaki material, Sizes: - Large 150cm × 200cm - Medium 120cm × 160cm - Small 90cm X 130cm - Extra Small 62cm × 82cm (Babies) | Brown Khaki material Six straps (Straps 38cm from both ends and at the middle) Each should be individually packed in a polythene Should be packed in pack of 20 Each carton must be clearly marked with the name and characteristics of the article and number of units per carton. Imprinted: "GOK" in block bold letters, all over Standard weight of outer carton 15-30kg |

| ITEM
NO. | ITEM DESCRIPTION | ITEM SPECIFICATIONS |
|-------------|---|---|
| | | Manufacturer must be KEBS / ISO certified or equivalent |
| | | • Submit sample of two sheets for evaluation |
| 57 | Sheet, Draw, White, 100% cotton, Size 66" × 36" | • White in color |
| | | • Size 66" x 36" |
| | | • 100% cotton as per KS 08-114:1993. |
| | | Non Shrink material |
| | | • Individually packaged in polythene bag. |
| | | • Each carton to be clearly marked with the name and characteristics of the article and number of units per carton. |
| | | • Standard weight of carton 15-30kg. |
| | | • To be imprinted in indelible ink with block bold letters "GOK" in letters (6" size minimum) |
| | | • Product should be labeled with Manufacturer's Name and address and Country of Origin |
| | | Manufacturer must be KEBS / ISO certified or equivalent |
| | | Submit one draw sheet sample for evaluation |
| 58 | Sheet, Large Size 180cm × 240cm | •White in color |
| | | •100% cotton as per KS 08-114:1993. |
| | | •Non Shrink material |
| | | •Size 180cm x 240cm |
| | | •Individually packaged in polythene bag. |
| | | •Each carton to be clearly marked with the name and characteristics of the article and number of units per carton. |
| | | •Standard weight of carton 15-30kg. |
| | | •To be marked with: "GOK" in block bold letters, (6" size minimum) |
| | | •Should be Screen Printed in indelible ink. |
| | | •Product should be labeled with Manufacturer's Name and address and Country of Origin |
| | | •Manufacturer must be KEBS / ISO certified or equivalent |

| ITEM
NO. | ITEM DESCRIPTION | ITEM SPECIFICATIONS |
|-------------|---|---|
| | | •Submit one bed sheet sample for evaluation |
| 59 | SPREAD, BED (Counter Panes), Size 160 cm × 30 cm | Specifications for 100% Cotton Ribbed Bed Spreads. Should conform to KS GKD 08-02:2001 Colour - Light Cream / blue stripped, Size 160cm x 230cm. Individually packaged in polythene bag Pack of 25pcs Each carton to be clearly marked with the name and characteristics of the article and number of units per carton. Standard weight of carton 15-30kg. Should be Screen Printed in indelible ink. To be imprinted with: "GOK" in block bold letters, (6" size minimum) in middle and 4 corners Product should be labeled with Manufacturer's Name and address and Country of Origin Manufacturer must be KEBS / ISO certified or equivalent Submit Sample of two blankets for evaluation. |
| 60-63 | Suit (Green), 100% Cotton Material. Sizes: - Medium - Large - Extra - Small | General information 1) Trousers Specific outfit for work, clean, worn by the theatre surgical staff. Material: Woven cotton 100%: 100 % cotton cretonne fabric Number of threads/cm: warp: 24, weft: 24 Metric count: warp: 28, weft: 28 Weight per m²: 180 g Washing: normal withstands boiling and autoclaving resists to chlorine 0.5% Trousers with a string in the waist band with foot straps. 2) Tunic / Shirts |

| ITEM
NO. | ITEM DESCRIPTION | ITEM SPECIFICATIONS |
|-------------|------------------|--|
| IVO. | | |
| | | • Specific outfit for work, clean, worn by the theatre surgical staff. |
| | | • Material: Woven cotton 100% |
| | | • 100 % cotton cretonne fabric |
| | | • Number of threads/cm: warp: 24, weft: 24 |
| | | • Metric count: warp: 28, weft: 28 |
| | | • Weight per m²: 180 g |
| | | • Tear proof tunic with low and cut-out neck, flat side pockets with |
| | | • rounded corners and short sleeves |
| | | Washing: normal withstands boiling and autoclaving resists to |
| | | • chlorine 0.5% |
| | | Specification By Size: |
| | | Small |
| | | Trousers |
| | | - Size S: Length 109cm |
| | | : Hips: 99-103cm |
| | | : Waist 90cm |
| | | Tunic/shirts |
| | | - Size S: Length 69cm |
| | | :Chest measurement: 93-97cm |
| | | : Shoulders 40 cm |
| | | : Sleeves 20cm × 40cm |
| | | Medium |
| | | Trousers |
| | | - Size M : Length 118cm |
| | | : Hips: 108-110cm |
| | | : Waist 110cm |
| | | Tunic/shirts |
| | | - Size M: Length 73cm |
| | | : Chest measurement: 102-105cm |
| | | : Shoulders 47 cm |
| | | : Sleeves 26cm × 44cm |
| | | Large |

| ITEM
NO. | ITEM DESCRIPTION | ITEM SPECIFICATIONS |
|-------------|--|--|
| 1101 | | Trousers |
| | | - Size L: Length 122cm |
| | | :Hips: 115-122cm |
| | | :Waist 115cm |
| | | Tunic/shirts |
| | | - Size L: Length 77cm |
| | | : Chest measurement: 110-115cm |
| | | : Shoulders 50 cm |
| | | : Sleeves 30cm × 48cm |
| | | Extra Large |
| | | Trousers |
| | | - Size X: Length 130cm |
| | | :Waist 120cm |
| | | :Hips: 122-127cm |
| | | Tunic/shirts |
| | | - Size X: Length 77cm |
| | | : Chest measurement: 110-115cm |
| | | : Shoulders 54 cm |
| | | : Sleeves 33cm × 51cm |
| | | Packaging: |
| | | • Single pair packed in polythene, non-sterile for multiple uses. |
| | | Must be imprinted Single packed in polythene |
| | | • Packed in a carton of 25 pcs, |
| | | • Must be labeled with: "GOK" in block bold letters, Manufacturer's Name and address, Country of Origin, Batch No, |
| | | • Standard wt of carton should be 15-30kg. |
| | | Must Conforms to KEBS/ISO standard |
| | | Manufacturer must be KEBS/ISO certified or equivalent |
| | | • Submit sample of two pieces for evaluation. |
| | | |
| 67-69 | Uniform - Dress,
Cotton Polyester Green | Polyester Cotton uniforms(Green /White stripped) dresses, |
| | | Should be round neck. |

| ITEM
NO. | ITEM DESCRIPTION | ITEM SPECIFICATIONS |
|-------------|--|--|
| NO. | / white stripped, Sizes: • Small • Medium • Large • Extra Large | Small size. Bust 35", Waist 42", Length 37" Overlap 5" Straps 4 -5 for tying behind. Medium size: Bust 41", Waist 48", Length 43" Overlap 5" Straps 4 -5 for tying behind loosely Large size: Bust 44", Waist 53", Length 48" Overlap 5" Straps 4 -5 for tying behind. Extra Large size: Bust 46", Waist 55", Length 50 "Overlap 5" Straps 4 -5 for tying behind. Labeling should be in English Properly packed in individual polythene paper Should be marked: "GOK" in block bold letters, |
| | | Packed in units of 50 pcs, Each carton must be clearly marked with the name and characteristics of the article and number of pieces per carton Labeled with Manufacturers name and address, country of origin and Batch No. Standard Weight of carton should be 15-30kg. Manufacturer must be KEBS / ISO certified or equivalent Submit sample of two pieces for evaluation. |
| 70-73 | Uniform - Dresses, Green / white stripped, Cotton Drill Material, Sizes: • Medium • Large • Small | Cotton Drill Material Deep Green /white stripped to meet Small: Bust 35", Waist 42", Length 37" Medium: Bust 41", Waist 48", Length 43" Large: Bust 44", Waist 50", Length 48" Large: Bust 48", Waist 54", Length 56" Labeling should be in English Properly packed in individual polythene paper Should be marked: "GOK" in block bold letters, Packed in units of 50 pcs, Each carton must be clearly marked with the name and characteristics of the article and number of pieces per carton Labeled with Manufacturers name and address, country of origin and Batch No. |

| ITEM | ITEM DESCRIPTION | ITEM SPECIFICATIONS |
|-------|---|---|
| NO. | | |
| | | • Standard Weight of carton should be 15-30kg. |
| | | Manufacturer must be KEBS/ISO certified or equivalent |
| | | • Submit sample of two pieces for evaluation. |
| 77-80 | Uniform - Pajamas, Blue / white stripped, Cotton Drill Material, Sizes: • Large • Medium • Extra Large • Small | • Cotton Drill Material Deep Blue/ white stripped material (shirts & trouser), Small Trousers - Size S: Length 109cm : Hips: 99-103cm : Waist 90cm Tunic/shirts - Size S: Length 69cm : Chest measurement: 93-97cm : Shoulders 40 cm : Sleeves 20cm × 40cm Medium Trousers - Size M: Length 118cm : Hips: 108-110cm : Waist 110cm Tunic/shirts - Size M: Length 73cm : Chest measurement: 102-105cm : Shoulders 47 cm : Sleeves 26cm × 44cm Large Trousers - Size L: Length 122cm : Hips: 115-122cm : Waist 115cm Tunic/shirts |

| ITEM | ITEM DESCRIPTION | ITEM SPECIFICATIONS | | | |
|-------|------------------------------|---|--|--|--|
| NO. | | | | | |
| | | - Size L: Length 77cm | | | |
| | | : Chest measurement: 110-115cm | | | |
| | | : Shoulders 50 cm | | | |
| | | : Sleeves 30cm × 48cm | | | |
| | | Extra Large | | | |
| | | Trousers | | | |
| | | - Size X: Length 130cm | | | |
| | | :Waist 120cm | | | |
| | | :Hips: 122-127cm | | | |
| | | Tunic/shirts | | | |
| | | - Size X: Length 77cm | | | |
| | | :Chest measurement: 110-115cm | | | |
| | | :Shoulders 54 cm | | | |
| | | : Sleeves 33cm × 51cm | | | |
| | | • Trousers with a string in the waist band. | | | |
| | | V shaped neck and short sleeved shirt. | | | |
| | | • Each set should be Properly packed in individual polythene paper | | | |
| | | • Should be imprinted: "GOK" in block bold letters, | | | |
| | | • Packed in sets of 25 | | | |
| | | • Each carton must be clearly marked with the name and characteristics of the article and number of pieces per carton | | | |
| | | • Labeled with Manufacturers name and address, country of origin and Batch No. | | | |
| | | • Standard Weight of carton should be 15-30kg. | | | |
| | | Manufacturer must be KEBS/ISO certified or equivalent | | | |
| | | • Submit sample of two pieces for evaluation. | | | |
| 81-83 | Uniform - Pajamas,
Sizes: | • Polyester (35%) Cotton (65%) for patient's uniforms (Blue/White stripped) Pajama (shirts & trouser) | | | |
| | - Large | Must be soft and comfortable to touch. | | | |
| | - Medium | Small | | | |
| | - Small | Trousers | | | |
| | | - Size S: Length 109cm | | | |
| | | | | | |

| ITEM | ITEM DESCRIPTION | ITEM SPECIFICATIONS |
|------|------------------|--------------------------------|
| NO. | | |
| | | : Hips: 99-103cm |
| | | : Waist 90cm |
| | | Tunic/shirts |
| | | - Size S: Length 69cm |
| | | : Chest measurement: 93-97cm |
| | | : Shoulders 40 cm |
| | | : Sleeves 20cm × 40cm |
| | | Medium |
| | | Trousers |
| | | - Size M : Length 118cm |
| | | : Hips: 108-110cm |
| | | : Waist 110cm |
| | | |
| | | Tunic/shirts |
| | | - Size M: Length 73cm |
| | | : Chest measurement: 102-105cm |
| | | : Shoulders 47 cm |
| | | : Sleeves 26cm × 44cm |
| | | Large |
| | | Trousers |
| | | - Size L: Length 122cm |
| | | : Hips: 115-122cm |
| | | : Waist 115cm |
| | | Tunic/shirts |
| | | - Size L: Length 77cm |
| | | : Chest measurement: 110-115cm |
| | | : Shoulders 50 cm |
| | | : Sleeves 30cm × 48cm |
| | | Extra Large |
| | | Trousers |
| | | - Size X: Length 130cm |
| | | : Waist 120cm |
| | | : Hips: 122-127cm |

| ITEM | ITEM DESCRIPTION | ITEM SPECIFICATIONS |
|------|----------------------|---|
| NO. | | |
| | | Tunic/shirts |
| | | - Size X : Length 77cm |
| | | : Chest measurement: 110-115cm |
| | | : Shoulders 54 cm |
| | | : Sleeves 33cm × 51cm |
| | | • Trousers with a string in the waist band. |
| | | • Short sleeved shirt, Open neck with straps and not buttons. |
| | | Each set should be Properly packed in individual polythene paper |
| | | • Should be imprinted: "GOK" in block bold letters, |
| | | • Packed in sets of 25 |
| | | • Each carton must be clearly marked with the name and characteristics of the article and number of pieces per carton |
| | | • Labeled with Manufacturers name and address, country of origin and Batch No. |
| | | • Standard Weight of carton should be 15-30kg. |
| | | Manufacturer must be KEBS / ISO certified or equivalent |
| | | Submit sample of two pieces for evaluation. |
| 84 | Wrapper, Baby, 36" × | •Pink in colour with animation |
| | 100cm | ●80% cotton 20% Polyester |
| | | •Soft on touch and warm |
| | | Non Shrink material |
| | | •Size 36" × 100cm |
| | | •Individually packaged in polythene bag. |
| | | •Each carton to be clearly marked with the name and characteristics of the article and number of units per carton. |
| | | •Standard weight of carton 15-30kg. |
| | | •To be imprinted with: "GOK" in block bold letters. |
| | | •Product should be labeled with Manufacturer's Name and address and Country of Origin |
| | | •Manufacturer must be KEBS / ISO certified or equivalent |
| | | •Submit sample of two wrappers for evaluation |

SECTION VI - PRICE SCHEDULE FOR GOODS

(THIS BID FORM TO BE FILLED BY ALL TENDERERS)

| Name of tenderer | | Tender Number |
|------------------|----|---------------|
| Page | of | |

| ITE
MN
º | CODE NO. | ITEM DESCRIPTION | UNIT
OF
ISSUE | QUANTI
TY | BRAND /
COUNTRY OF
ORIGIN | UN
(K |
|----------------|----------|---|---------------------|------------------|---------------------------------|----------|
| 1. | 49013 | Bed, Camp, Folding | No. | As When Required | | |
| 2. | 52133 | Blanket, Cellular, Cotton Leno, Sky
Blue, Large Size 180cm × 230cm | Piece | AWR | | |
| 3. | 52134 | Blanket, Cot, Cellular, Size 90 cm × 130 cm | Piece | AWR | | |
| 4. | 52132A | Blanket, Double, Wool, Size 180cm × 230cm | No. | AWR | | |
| 5. | 50024 | Blanket, G.S. woolen | No. | AWR | | |
| 6. | 52132 | Blanket, single | No. | AWR | | |
| 7. | 52076 | Calico, unbleached | Mtrs | AWR | | |
| 8. | 50116 | Case / Slip, Pillow with Inner Flap,
Size 50 cm × 70 cm, White | No. | AWR | | |
| 9. | 50116A | Case / Slip, Pillow, with inner flap,
Sky Blue, Size 50cm × 70cm | Piece | AWR | | |
| 10. | 48039 | Coat, Dust, Cotton Polyester
Material, White, Extra Large | No. | AWR | | |
| 11. | 48039A | Coat, Dust, Cotton Polyester
Material, White, Large | No. | AWR | | |
| 12. | 48039B | Coat, Dust, Cotton Polyester
Material, White, Medium | No. | AWR | | |
| 13. | 48039C | Coat, Dust, Cotton Polyester
Material, White, Small | No. | AWR | | |
| 14. | 40033 | Court of Arms, Kenya (25x21)cm | No. | AWR | | |
| 15. | 40032 | Court of Arms, Kenya (75x90)cm | No. | AWR | | |
| 16. | 52130 | Cover, Bed, Double | No. | AWR | | |

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|----------------|-----------|--------------------------------|---------------------|--------------|---------------------------------|----------|
| 17. | 52129 | Cover, Bed, Single | No. | AWR | | |
| 18. | 40026 | Flag, Car pennant / Table | No. | AWR | | |
| 19. | 40023 | Flag, National, Size 12'×8' | No. | AWR | | |
| 20. | 40005 | Flag, National, Size 3'×2' | No. | AWR | | |
| 21. | 40021 | Flag, National, Size 6'×4' | No. | AWR | | |
| 22. | 40026A | Flag, Table / Stand | No. | AWR | | |
| 23. | 52136 | Gown, Standard –Extra Large | Piece | AWR | | |
| 24. | 52136A | Gown, Standard - Large | Piece | AWR | | |
| 25. | 52136B | Gown, Standard - Medium | Piece | AWR | | |
| 26. | 52136C | Gown, Standard - Small | Piece | AWR | | |
| 27. | 48040 | Gumboot (Sizes 10,11,12) | Pair | AWR | | |
| 28. | 48040B | Gumboot (Sizes 4,5,6) | Pair | AWR | | |
| 29. | 48040A | Gumboot (Sizes 7,8,10) | Pair | AWR | | |
| 30. | 52138 | Mackintosh, Waterproof, Green | Roll of 50 mtrs | AWR | | |
| 31. | 52139 | Mask, Face, Disposable | Boxes of 50 | AWR | | |
| 32. | 52128B | Material, Blue Serge, V.I.P | Mtrs | AWR | | |
| 33. | 52140 | Material, Cotton, Green | Roll of 50 mtrs | AWR | | |
| 34. | 52110 | Material, Drill dark blue | Mtrs | AWR | | |
| 35. | 52120 | Material, Drill green material | Mtrs | AWR | | |
| 36. | 52111 | Material, Drill khaki material | Mtrs | AWR | | |
| 37. | 42109 | Material, Drill, Blue | Mtrs | AWR | | |
| 38. | 52128/100 | Material, Polyester, White | 100
Mtrs
Roll | AWR | | |
| 39. | 52128/7 | Material, Polyester, Black | 100
Mtrs | AWR | | |

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| | | | Roll | | | |
| 40. | 52128/373 | Material, Polyester, Fawn | 100
Mtrs
Roll | AWR | | |
| 41. | 52128/384 | Material, Polyester, Grey | 100
Mtrs
Roll | AWR | | |
| 42. | 52128/351 | Material, Polyester, Light Blue | 100
Mtrs
Roll | AWR | | |
| 43. | 48036 | Mattress, Medium Density, Size 6'x3'x4" | No. | AWR | | |
| 44. | 52141 | Mattress, High density, Cot, Deep green, size 140cm × 60 cm × 10 cm | No. | AWR | | |
| 45. | 48037 | Mattress, High Density Foam, size 74" × 36" × 4" | No. | AWR | | |
| 46. | 49046 | Net, Mosquito, Rectangular, White | No. | AWR | | |
| 47. | 50106 | Net, Mosquito, Single | No. | AWR | | |
| 48. | 50114 | Pillow, Foam, High density, Size 40cm × 60cm | No. | AWR | | |
| 49. | 50133C | Sheet, Bed, Double, Pink | No. | AWR | | |
| 50. | 50133B | Sheet, Bed, Double, White | No. | AWR | | |
| 51. | 50133A | Sheet, Bed, Pink, Size 60"x90" | No. | AWR | | |
| 52. | 50133 | Sheet, Bed, white, Size 60x90 | No. | AWR | | |
| 53. | 52144A | Sheet, Brown Khaki Material, Extra
Small | Piece | AWR | | |
| 54. | 52144 | Sheet, Brown Khaki Material, Large | Set | AWR | | |
| 55. | 52144B | Sheet, Brown Khaki Material,
Medium | Set | AWR | | |
| 56. | 52144C | Sheet, Brown Khaki Material, Small | Set | AWR | | |
| 57. | 52145 | Sheet, Draw, White 100% cotton, | Piece | AWR | | |

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|----------------|----------|---|---------------------|--------------|---------------------------------|----------|
| | | Size 66" x 36" | | | | |
| 58. | 52146 | Sheet, Large, Size 180cm x 240 cm | Piece | AWR | | |
| 59. | 52147 | Spread, Bed, Standard, Colour - Light Cream, Size 160cm x 230cm. | Piece | AWR | | |
| 60. | 52148 | Suit, Green, 100% Cotton Material,
Size - Extra Large | Set | AWR | | |
| 61. | 52148A | Suit, Green, 100% Cotton Material, Size - Medium | Set | AWR | | |
| 62. | 52148B | Suit, Green, 100% Cotton Material,
Size - Small | Set | AWR | | |
| 63. | 52148C | Suit, Green, 100% Cotton Material,
Size - Large | Set | AWR | | |
| 64. | 48041 | Tape, Flag (200ft), Manila | Roll | AWR | | |
| 65. | 50141 | Towel, Bath, White | No. | AWR | | |
| 66. | 50145 | Towel, Hand | No. | AWR | | |
| 67. | 52149 | Uniform - Dress, Cotton Polyester
Green / white stripped, Large | Piece | AWR | | |
| 68. | 52149A | Uniform- Dress, Cotton Polyester
Green / white stripped, Medium | Piece | AWR | | |
| 69. | 52149B | Uniform - Dress, Cotton Polyester
Green / white stripped, Small | Piece | AWR | | |
| 70. | 52150 | Uniform - Dress, Green / white
stripped Cotton Drill Material,
Large | Piece | AWR | | |
| 71. | 52150A | Uniform - Dress, Green / white
stripped Cotton Drill Material,
Medium | Piece | AWR | | |
| 72. | 52150B | Uniform - Dress, Green / white
stripped Cotton Drill Material,
Medium | Piece | AWR | | |
| 73. | 48038 | Uniform - Overall, Cotton Polyester,
Blue, Extra Large | No. | AWR | | |

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ISSUE | QUANTI
TY | BRAND /
COUNTRY OF
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|----------------|----------|--|---------------------|--------------|---------------------------------|----------|
| 74. | 48038A | Uniform - Overall, Cotton Polyester,
Blue, Large | No. | AWR | | |
| 75. | 48038B | Uniform - Overall, Cotton Polyester,
Blue, Medium | No. | AWR | | |
| 76. | 48038C | Uniform - Overall, Cotton Polyester,
Blue, Small | No. | AWR | | |
| 77. | 52152 | Uniform - Pyjamas, Blue / white stripped Cotton Drill Material, Extra Large | Piece | AWR | | |
| 78. | 52152A | Uniform - Pyjamas, Blue / white
stripped Cotton Drill Material,
Large | Piece | AWR | | |
| 79. | 52152B | Uniform - Pyjamas, Blue / white
stripped Cotton Drill Material,
Medium | Piece | AWR | | |
| 80. | 52152C | Uniform - Pyjamas, Blue / white
stripped Cotton Drill Material,
Small | Piece | AWR | | |
| 81. | 52153 | Uniform - Pyjamas, Cotton
Polyester Blue / White stripped,
Large | Piece | AWR | | |
| 82. | 52153A | Uniform - Pyjamas, Cotton
Polyester Blue / White stripped,
Medium | Piece | AWR | | |
| 83. | 52153B | Uniform - Pyjamas, Cotton
Polyester Blue / White stripped,
Small | Piece | AWR | | |
| | | Uniform-T-shirts Polloneck cotton | Piece | AWR | | |
| | | Uniform-Shirts cotton | Piece | AWR | | |
| 84. | | Lab coats –white cotton with elastic on the hand | Piece | AWR | | |

| ITE
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OF
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COUNTRY OF
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|-----------|----------|--|---------------------|--------------|---------------------------------|-------|
| 85. | 52154 | Wrapper, Baby, Size 36" × 100cm | Piece | AWR | | |
| | | | | PARAM | ILITARY UNIFO | RM |
| 86. | | SD CAP hat male | Piece | AWR | | |
| 87. | | SD CAP hat Female | Piece | AWR | | |
| 88. | | Berrets (Black) | Piece | AWR | | |
| 89. | | SD CAP hat Female | Piece | AWR | | |
| 90. | | Khaki Trouser (Dirty Green) | Piece | AWR | | |
| 91. | | Khaki Shirt (Dirty Green) Long sleeved | Piece | AWR | | |
| 92. | | Dirty green suit Long Sleeved Shirt | Piece | AWR | | |
| 93. | | White Shirt Long sleeved with double pockets | Piece | AWR | | |
| 94. | | Tie (yellow) | Piece | AWR | | |
| 95. | | Military Ceremonial leather shoes | Piece | AWR | | |
| 96. | | White ceremonial belt | Piece | AWR | | |
| 97. | | Combat dirty green belt | Piece | AWR | | |
| 98. | | Rain Coat (Dirty green) | Piece | AWR | | |
| 99. | | Guard heavy jackets (Dirty green) | Piece | AWR | | |
| 100. | | Reflector jackets (Branded) | Piece | AWR | | |
| 101. | | Dirty Green Cotton T-shirts | Piece | AWR | | |
| 102. | | Track Suits yellow stripes (DirtyGreen) | Piece | AWR | | |
| 103.
C | | Canvas rubber shoes | Piece | AWR | | |
| | | PARAMI | LITARY | GADGETS | | |
| 104. | | Battle batons (sticks) | Piece | AWR | | |
| 105. | | BCG police riot shield glass | Piece | AWR | | |
| | | · | | | | |

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|----------------|----------|--------------------------------------|---------------------|--------------|---------------------------------|----------|
| 106. | | Ceremonial Sword Handling Belt | Piece | AWR | | |
| 107. | | BCG Logo emblem metallic & embroided | Piece | AWR | | |
| 108. | | Ceremonial Millitary Sword | Piece | AWR | | |
| 109. | | Silver steel police hand cuffs | Piece | AWR | | |
| 110. | | Laniat and whistle (Silver) | Piece | AWR | | |
| 111. | | Motorolla wireless walkie talkie | Piece | AWR | | |
| 112. | | Binoculars | Piece | AWR | | |
| 113.
N | | Nikon Camera HD | Piece | AWR | | |
| 114. | | | Piece | AWR | | |

| | DRESS |
|--------------------------------|---|
| | |
| | ••••••• |
| | ••••• |
| BUSINESS NAMES (STAMP) | ••••• |
| ••••• | ••••••••••••••••••••••••••••••••••••••• |
| | |
| | CELL PHONE NO. |
| Note: In case of discrenancy h | netween unit price and total the unit price shall prevail |

SECTION VII – EVALUATION CRITERIA

Preliminary Evaluation (Mandatory)

| | ITEM DESCRIPTION | | |
|---|---|-----|----|
| | Submission of the following:- | YES | NO |
| 1 | Company or Firm's Registration Certificate/ Incorporation Certificate | | |
| 2 | Valid Tax Compliance Certificate PIN & VAT | | |
| 3 | Confidential Business Questionnaire – Duly Filled, signed and stamped | | |
| 4 | Copy of CR 12 | | |
| 5 | All pages serialized | | |
| 6 | Attach AGPO certificate-WOMEN | | |
| | RESPONSIVE | | |
| | NON-RESPONSIVE | | |

Technical Evaluation

Technical Evaluation shall comprise scoring of bidders under various attributes in the table below - Table of Scoring Matrix. To earn maximum scores, a bidder must (1) provide supporting documents as per criteria (2) provide very precise/specific and relevant information as per criteria (3) provide as many/much information as possible to earn more points. A bidder must score a minimum of 60 points out of 80 points to be considered for Financial Evaluation.

Table of Scoring Matrix Summary of Technical Score

| Item | Description | Scores | Marks
Earned |
|------|--|--------|-----------------|
| I. | The company profile | 10 | |
| | This included binding the documents, neat presentation, | | |
| | separation and arrangement of requested information and general | | |
| | purpose to all requirements5 | | |
| | Dully filled price quotes5 | | |
| II. | Evidence of adequacy of working capital for this Contract | 30 | |
| I | Access to line(s) of credit 10 | | |
| | Availability of other financial resources (cash in hand, | | |
| | overdraft facility e.t.c) 10 | | |
| | Bank statement for the last one year10 | | |
| III. | Information regarding any litigation, current or during the last | 10 | |
| | seven years, in which the tenderer is involved, the parties | | |
| | concerned and disputed amount(if any) | | |
| | Without litigation history 10 points. | | |
| | With Litigation history0 points | | |
| IV. | Proof of works of similar Nature(attach copies of previous | 20 | |
| I | orders and contract) | | |
| | Over 5 years = 20points | | |

| | 3-5years = 15 points | | |
|----|--------------------------------------|----|--|
| | 1-3 years = 10 points. | | |
| | Below 1 year= 5 points | | |
| V. | Key Personnel | 10 | |
| I | (Proof of key personnel)5 | | |
| | (Proof of an existing textile shop)5 | | |
| | TOTAL | 80 | |
| | | | |
| | | | |

Financial Evaluation

- The financial evaluation shall comprise 20% of the total marks
- The formulae for determining the financial score (SF) shall be as follows; SF = 20 FM/F
- Where: SF is the financial score
- FM is the lowest fees quoted and
- F is the fees of the quotation under consideration.
- The lowest fees quoted will be allocated the maximum score of 20%.
- The bidder with the highest technical and financial score shall be awarded the tender.

Bidders scoring 60% and above shall qualify for financial evaluation stage. The bidders who scores 70% combined technical and financial shall be considered for tender award.

Notes on the sample Forms

- 8.1 **FORM OF TENDER** The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
- 8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM This form must be completed by the tenderer and submitted with the tender documents.
- 8.3 **TENDER SECURITY FORM-** When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
- 8.4**CONTRACT FORM** The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
- 8.5 **PERFORMANCE SECURITY FORM** The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
- 8.6MANUFACTURERS AUTHORIZATION FORM When required by the ender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.
- 8.7LETTER OF NOTIFICATION OF AWARD This form will be used by the procuring to notify the successful tenderers after contract award. Both the successful and unsuccessful tenderer shall be notified of the results of contract award at same time.

8.1- **FORM OF TENDER**

| | Date |
|--------------|--|
| | Tender No |
| To: | |
| | [name and address of procuring entity] |
| Gentl | emen and/or Ladies: |
| Nos. | Having examined the tender documents including Addenda ————————————————————————————————— |
| we, (tender | the undersigned, offer to supply deliver, install and commission (insert equipment description) in conformity with the said and documents for the sum of (total tender in the words and figures) or such other sums as may be ascertained in accordance with the Schedule ces attached herewith and made part of this Tender. |
| accore | 2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in dance with the delivery schedule specified in the Schedule of Requirements. |
| | 3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to percent of the Contract Price for the due performance of the Contract, in the prescribed by |
| | 4. We agree to abide by this Tender for a period of One Hundred Two Twenty Day [120]. from the fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and be accepted at any time before the expiration of that period. |
| shall | 5. This Tender, together with your written acceptance thereof and your notification of award, constitute a Contract, between us. Subject to signing of the Contract by the parties. |
| | 6. We understand that you are not bound to accept the lowest or any tender you may receive. |
| Dated | this day of 20 |
| [signa | ture] [in the capacity of] |
| Duly | authorized to sign tender for an on behalf of |

8.2- CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

| Location of business premises. | | | | | | |
|--|--------------------------------|--|--|--|---------------------------------------|--|
| Location of business premises. | | | | | | |
| • | | | | | | |
| Plot No | Location of business premises. | | | | | |
| 101 1 10 | Plot No Street/Road | | | | | |
| Postal Address Tel No Fax E mail | | | | | | |
| Nature of Business , | | | | | | |
| Registration Certificate No. | | | | | | |
| Maximum value of business which you can h | dle at any one time – Kshs | | | | | |
| Name of you | Branch | | | | | |
| Part 2 (a) – Sole F | priotor | | | | | |
| ` ' | Age | | | | | |
| | Country of origin | | | | | |
| • | | | | | | |
| Part 2 (b) Partnership | | | | | | |
| | | | | | Given details of partners as follows: | |
| Name Nationa | y Citizenship Details Shares | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Part 2 (c) – Regis | red Company | | | | | |
| Private or Public | | | | | | |
| State the nominal and issued capital of compan | | | | | | |
| Nominal Kshs. | Issued Kshs. | | | | | |
| Given details of all directors as follows | | | | | | |
| Name Nationality | Citizenship Details Shares | | | | | |
| | | | | | | |

| 3 | |
|--------|--|
| | |
| 4 | |
| 5 | |
| | |
| | |
| Date | |
| If a I | Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or |
| regist | ration. |
| | |
| | |
| | |
| | |
| 3- | TENDER SECURITY FORM |
| , | TENDER SECORTI TORM |
| Whe | reas[name of the tenderer] |
| | einafter called "the tenderer") has submitted its tender dated |
| ` | ubmission of tender for the supply, installation and commissioning o |
| • | |
| | einafter called "the Tender") |
| | OW ALL PEOPLE by these presents that WE |
| | of having our registered |
| | e at |
| | |
| | [name of Procuring entity] (hereinafter called "the Procuring") |
| | y") in the sum of for which payment we |
| | truly to be made to the said Procuring entity, the Bank binds itself, it |
| | essors, and assigns by these presents. Sealed with the Common Seal of th |
| said | Bank this day of 20 |
| THE | CONDITIONS of this obligation are:- |
| | |
| 1. | If the tenderer withdraws its Tender during the period of tender validity |
| speci | ified by the tenderer on the Tender Form; or |
| 2. | If the tenderer, having been notified of the acceptance of its Tender by th |
| | uring entity during the period of tender validity: |
| 1100 | fails or refuses to execute the Contract Form, if required; or |
| | fails or refuses to execute the contract rorm, in required, or fails or refuses to furnish the performance security in accordance with |
| tha I | |
| me n | nstructions to tenderers; |
| We ı | indertake to pay to the Procuring entity up to the above amount upon receip |
| | s first written demand, without the Procuring entity having to substantiate it |
| | |
| dem | and, provided that in its demand the Procuring entity will note that the amour |

conditions, specifying the occurred condition or conditions.

BARINGO COUNTY GOVERNMENT; BRCG/TNR/7/2018-2019: SUPPLY OF TEXTILE ITEMS This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

| _ | | |
|----------------------|-----------------------------------|--|
| signature of the bar | ık] | |
| | if provided by Insurance Company) | |

| 8.4- | CONTRA | CT FORM |
|-------|------------------|---------|
| ().T- | \mathbf{COMIM} | |

| THIS AGREEMENT made the | day of | 20 | between |
|---|------------------------|----------------------|----------------------|
| [name of Procurement | nt entity) of | [country of Pa | rocurement entity] |
| (hereinafter called "the Procuring ent | tity) of the one part | and | [name of |
| tenderer] of [city and coun other part; | ntry of tenderer] (he. | reinafter called "th | ne tenderer") of the |
| WHEREAS the Procuring entity invite | ed tenders for certain | goods] and has ac | ecepted a tender by |
| the tenderer for the supply of those g | oods in the sum of | | [contract |
| price in words and figures / (hereinafter | r called "the Contrac | t Price). | |

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
- (a) the Tender Form and the Price Schedule submitted by the tenderer
- (b) the Schedule of Requirements
- (c) the Technical Specifications
- (d) the General Conditions of Contract
- (e) the Special Conditions of contract; and
- (f) the Procuring entity's Notification of Award
- 3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
- 4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

| Signed, sealed, delivered by | the | (for the Procuring entity |
|---|--|--|
| Signed, sealed, delivered by | the | (for the tenderer in the presence of |
| (Amend accordingly if provided by | , Insurance Con | npany) |
| 8.5- PERFORMANCI | E SECURITY | Y FORM |
| To | | |
| WHEREAS | lertaken , in poer of the cont | [name of tenderer] (hereinafter bursuance of Contract No tract] dated 20 [description of |
| tenderer shall furnish you wi | th a bank gua | by you in the said Contract that the arantee by a reputable bank for the sum ance with the Tenderer's performance et. |
| AND WHEREAS we have ag | greed to give | the tenderer a guarantee: |
| on behalf of the tenderer, up guarantee in words and figure written demand declaring the without cavil or argume [amount cavil or argume] | to a total of ure and we be tenderer to the any substitute of guarante | are Guarantors and responsible to you, [amount of the undertake to pay you, upon your first be in default under the Contract and m or sums within the limits of the limit |
| This guarantee is valid until t | he | day of 20 |
| Signed and seal of the Guaran | ntors | |
| [name of bank o | r financial ins | stitution] |
| [address] | | |
| | | |

8.6- MANUFACTURER'S AUTHORIZATION FORM

| 10 [name of the Procuring entity] |
|--|
| WHEREAS[name of the |
| manufacturer] who are established and reputable manufacturers of |
| |
| [address of factory] do hereby authorize |
| |
| subsequently negotiate and sign the Contract with you against tender No. |
| [reference of the Tender] for the above goods |
| manufactured by us. |
| We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders. |
| |
| Trion at we for and on half of manufactured |
| [signature for and on behalf of manufacturer] |

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.

8.7- LETTER OF NOTIFICATION OF AWARD

| Address of Procuring Entity | |
|--|--|
| To: - | |
| RE: Tender No | |
| Tender Name | |
| This is to notify that the contract/s stated below under the awarded to you. | ne above mentioned tender have been |
| Please acknowledge receipt of this letter of notification | signifying your acceptance. |
| The contract/contracts shall be signed by the parties with not earlier than 14 days from the date of the letter. | hin 30 days of the date of this letter but |
| You may contact the officer(s) whose particulars appear of notification of award. | below on the subject matter of this lette |
| (FULL PARTICULARS) | |
| (FULL PARTICULARS) | |

SIGNED FOR ACCOUNTING OFFICER

1

2

3