



REPUBLIC OF KENYA
**MINISTRY OF TRANSPORT,
INFRASTRUCTURE, HOUSING AND URBAN
DEVELOPMENT,
STATE DEPARTMENT
OF PUBLIC WORKS
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(SUPPLIES BRANCH)

**SB/49/2016-2017
SUPPLY OF TONERS AND CARTRIDGES
FINANCIAL YEAR 2016-2017**

**CLOSING DATE: 4th October 2016
TIME: 10:00AM (EAST AFRICAN TIME)**

A complete tender document can be downloaded from supplier portal
<https://supplier.treasury.go.ke>

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SECTION I INVITATION TO TENDER

DATE: 19th September 2016

TENDER REF NO.: - SB/49/2016/2017

TENDER NAME: - Supply of Toners and Cartridges

- 1.1** The Principal Secretary, Ministry of Transport and Infrastructure, Housing and Urban Development, State Department of Public Works invites sealed bids from eligible candidates for supply and delivery of toners and cartridges **to Government Ministries/Departments & Institutions** For the period of Two (2) years commencing on the date of signed contract.
- 1.2** Interested eligible candidates may obtain further information from **supplier portal <https://supplier.treasury.go.ke>** and inspect the tender documents at **The Officer in Charge, Supplies Branch, Likoni Road, Industrial Area, P. O. Box 30071, Nairobi** during normal working hours.
- 1.3** A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of **1000 (One Thousand Only)** in cash or Bankers cheque payable to **The Officer in Charge, Supplies Branch, Likoni Road, Industrial Area, P. O. Box 30071, Nairobi**
- 1.4** Tenderers shall be required to submit a Tender / Bid Security of **KShs. 100,000 (Kenya Shillings One Hundred Thousand Only)** payable in bankers' cheque or cash to the Principal Secretary, Ministry of Public Works or a bid bond from a **Commercial Bank / Eligible Insurance Company** in the format provided in the Tender Documents to remain in force for a period of One Hundred and Fifty (150) days from the closing/opening date of the tender.
- 1.5** Completed tender documents are to be submitted online as indicated in 1.2 above or enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at **Supplies Branch, Likoni Road, Industrial Area, Nairobi** or be addressed to **The Officer in Charge, Supplies Branch, Likoni Road, Industrial Area, P. O. Box 30071, Nairobi** so as to be received on or before **4th October, 2016 at 10.00 am E.A.T**
- 1.6** Prices quoted should be net inclusive of all taxes, delivery costs and must be expressed in Kenya Shillings and shall remain valid for one **Hundred and Twenty (120) days** from the closing/opening date of the tender
- 1.7** Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **Supplies Branch, Likoni Road, Industrial Area, Nairobi**

OFFICER INCHARGE

SUPPLIES BRANCH

FOR: PRINCIPAL SECRETARY

STATE DEPARTRMENT OF PUBLIC WORKS

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.5,000/=
- 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
- (i) Invitation to Tender
 - (ii) Instructions to tenderers
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract
 - (v) Schedule of requirements
 - (vi) Technical Specifications
 - (vii) Tender Form and Price Schedules
 - (viii) Tender Security Form
 - (ix) Contract Form
 - (x) Performance Security Form
 - (xi) Bank Guarantee for Advance Payment Form
 - (xii) Manufacturer's Authorization Form
 - (xiii) Confidential Business Questionnaire
- 2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.5 Clarification of Documents

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

2.6 Amendment of Documents

- 2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.
- 2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment 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) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (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

2.10.4 The 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.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of 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
- (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

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.

2.14.2 The 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
- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.
- 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
- 2.14.6 Unsuccessful 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.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.8 The 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
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27
or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tender

- 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.

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

2.16.1 The Procuring entity shall prepare 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.

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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.

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the Invitation to Tender:

(b) bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," **(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”.

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.18 **Deadline for Submission of Tenders**

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)**

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 **Modification and Withdrawal of Tenders**

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

2.19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.14.7

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

2.19.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **(as per Tender notice)** and in the location specified in the Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.20.2 The tenderers' names, tender modifications or withdrawals, 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

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

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

2.22 Preliminary Examination

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

2.22.2 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.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non conformity.

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

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

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

2.24.3A 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 :100% preference will be give to disadvantaged group

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.

2.26.2Any 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

2.27.1In 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.

2.27.3An 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.

2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign 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.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a

contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

2.31.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Instructions to 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

<i>INSTRUCTIONS TO TENDERERS (ITT)REFERENCE</i>	<i>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</i>
<i>ITT-2.1.1</i>	<p><i>The name of the client is:-, Ministry Of Land, Housing and Urban Development, Public Works Directorate, Supplies Branch</i></p> <p><i>The eligible firms are those capable of supplying as Supply of Toners and Catridges</i></p> <p><i>provided in the Price Schedule-Section (VI)</i></p> <p><i>I. Location/Delivery Point(s):- All Government Ministries/Departments and Institutions.</i></p> <p><i>II. Contract period:-Two (2) years commencing on the date of signing.</i></p>
<i>ITT-2.3.2</i>	<i>The cost of the tender documents is kshs.1,000/= per set</i>
<i>ITT-2.4.1</i>	<i>In this Tender, sub-clause (xi) on Bank Guarantee for</i>

	<i>Advance Payment is not applicable.</i>
<i>ITT-2.10.1</i>	<i>Quantity to determine total tender price-:As and When Required basis</i>
<i>ITT-2.10.4/2.15.1</i>	<i>Tender validity period-:120 days from Tender opening date.</i>
<i>ITT-2.11.1</i>	<i>Prices quoted shall be in Kenyan Shillings.</i>
<i>ITT-2.16.1/2.17.1</i>	<i>Submit Tender documents in Original & Copy and in the recommended format</i>
<i>ITT-2.17.2/2.18.1</i>	<i>Submission deadline-:Not later than 4th October, 2016, 10.00 am andbe deposited in the Tender Box situated at the ground floor,Supplies Branch Headquarters, Likoni Road, Industrial Area, Nairobi</i>
<i>ITT-2.20.1</i>	<i>Opening Date: .4th October, 2016, 10.00 am E.A.T</i>
<i>ITT-2.27.5</i>	<i>Quantity of goods-: This is a Term Contract to be used by all Public Procurement entities and orders will be placed as and when required basis (AWR).</i>
<i>ITT-2.30.1</i>	<i>Performance security-:Will be kshs.150,000 only for each contract awarded</i>

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

3.2 Application

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

3.3 Country of Origin

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

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

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

3.6 Patent Rights

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

3.7 Performance Security

- 3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.
- 3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in

Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

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

3.8 Inspection and Tests

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

3.9 Packing

3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 Delivery and Documents

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

3.11 Insurance

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

3.12 Payment

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

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

3.13 Prices

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

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

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

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

3.14. Assignment

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

3.15 Subcontracts.

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

3.16 Termination for default

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

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

3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

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

3.20 Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

- 4.0 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**: -
- (a.) Valid single Business permit, copy to be attached
 - (b.) Reliable communication services e.g. fixed line(s) telephone, fax, Postal address, e-mail, website and mobile phone(s).
 - (c.) Physical address.
 - (d.) Evidence of past performance – copies of local purchase orders (LPOs) from established organizations to be attached, if any.
 - (e.) The Tenderer **MUST** possess a Certificate of Incorporation or Certificate of Registration of Business Name, Copy **MUST** be attached.
 - (f.) The Tenderer **MUST** provide proof of registration with KRA and up to date tax compliance. Copy **MUST** be attached.
 - (g.) Copy of evidence of approval by Public Procurement Oversight Authority-PPOA for candidates using insurance guarantee as tender security.
 - (h.) Samples / Technical Brochure or Catalogue **MUST** be submitted for each item offered.
- 4.1 **Form of Tender and confidential business questionnaire** **MUST** be dullyfilled by the applicant / an authorized representative and signed& stamped or embossed with company seal.
- 4.2 Tenderers shall be required to furnish a Tender / Bid Security of **KShs. 100,000 (Kenya Shillings One Hundred Thousand Only)** payable in bankers' cheque or cash to the Permanent Secretary, Ministry of Public Works or a bid bond from **a Commercial Bank / Eligible Insurance Company** in the format provided in the Tender Documents to remain in force for a period of **One Hundred and Fifty (150) days** from the date of tenderclosing.
- 4.3 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 tenderclosing.
- 4.4 Tenderers shall be required to provide **a manufacturers authorization in the format prescribed in section VIII.** The said manufacturer's authorization should also be accompanied by relevant guarantees and warranty. **Franchise holders MUST provide authorization from the principal Manufacturers in the format prescribed in Section VIII.**
- 4.5 **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.

- 4.6 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”. In those Offers, the tenderer will also be required to park the **TECHNICAL DATA** and the **FINANCIAL DATA** separately from one another, so as to enable **Technical and Financial Evaluations** to be conducted independently. 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.**

4.7 **Delivery**

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

4.8 **Payment**

This being a tender for the supply of **Supply ofToners and Cartridges** to the Government/Departments&Institutions for **a period of two(2) Years commencing from the date of Contract Signing**, respective Ministries / Departments & 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**)

- 4.9 Goods supplied against the contract proceeding from this procurement shall be fully insured against loss, damage incidental to manufacture or acquisition, transportation, storage and delivery to the tune of 110% of the contract value and the procuring entity will not be liable for any damage or loss prior to delivery (See **clause 3.11 of the General Conditions of Contract**).
- 4.10 Successful tenderers shall be required to submit a performance security of **KShs. 150,000 (Kenya Shillings One Hundred and fifty Thousands only)** on receipt of a letter of notification of award in accordance with **clause 3.7 of the General Conditions of Contract.**
- 4.11 Prices quoted **SHALL BE IN KENYA SHILLINGS** and should include all costs of shipment and handling until the goods are actually received at the respective Procuring Entity’s premises.
- 4.12 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.
- 4.13 **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.**
- 4.14 Blacklisted, debarredand suspended firms are not eligible for this procurement.
- 4.15 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.

- 4.16 **TENDERERS ARE ADVISED TO QUOTE THEIR BID PRICES IN THE ORIGINAL PRICE SCHEDULE PROVIDED IN THIS TENDER DOCUMENT. INTRODUCTION OF A PRICE SCHEDULE DIFFERENT FROM THE ONE PROVIDED IN THIS DOCUMENT IN SECTION (VI) WILL LEAD TO DISQUALIFICATION.**
- 4.17 All items to be supplied must be properly marked, or imprinted **GOK**.
- 4.18 Tenderers, who do not qualify for contract award and may wish to collect their samples, shall do so within a period of thirty (30) days of Tender Notification.
- 4.19 Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1 Performance security	<i>This shall be Kshs. 150,000.00 (Kenya Shillings One Hundred and Fifty only.</i>
3.10.1 Delivery of goods	<i>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..</i>
3.12.1 Terms of payment	<i>Payment shall be made within a period of 30 days after full delivery of goods as prescribed in the LPO.</i>
3.13.1 Prices	<i>The prices offered shall be fixed for the period stated in the Tender Invitation.</i>
3.13.1 Market Survey	<i>Award of contract will be subject to a market survey to ascertain the veracity of bid prices.</i>
2.25.1 Preference	<i>Preference-: 100% preference will be given to tenders submitted by Business Enterprises owned by Youth, Women and Persons with Disabilities.</i>

SECTION VI - PRICE SCHEDULE FOR GOODS

Name of tenderer _ Tender Number _Page _____ of _____

ITEM N°.	ITEM CODE NO.	ITEM DESCRIPTION	QTY	UNIT OF ISSUE	UNIT PRICE (KSHS)	REMARKS
1.		Blank DVDs	AWR	NO		
2.	DR-6000/400	BROTHER HL-1030/1230/1240/1250/1270N HL1435/1440/1450/1470N MFC-8300/8500/9650/9660/9700/9760/9800/9870/9880 FAX8350P/8360P/8750P/4100E/4750E/5750E/DCP-1400	AWR	NO		
3.	TN-6300/430	BROTHER HL-1030/1230/1240/1250/1270N HL1435/1440/1450/1470N MFC-8300/8500/9650/9660/9700/9760/9800/9870/9880 FAX8350P/8360P/8750P/4100E/4750E/5750E/DCP-1400	AWR	NO		
4.	TN-6600/460	BROTHER HL-1030/1230/1240/1250/1270N HL1435/1440/1450/1470N MFC-8300/8500/9650/9660/9700/9760/9800/9870/9880 FAX8350P/8360P/8750P/4100E/4750E/5750E/DCP-1400	AWR	NO		
5.	DR-7000/500	BROTHER HL-1650/1670/1850/1870N HL-5030/5040/5050/5070N, MFC-8420/8020/8025/8820X/8820D/8820DN DCP-8020/8025D	AWR	NO		
6.	TN-7300/530	BROTHER HL-1650/1670/1850/1870N HL-5030/5040/5050/5070N, MFC-8420/8020/8025/8820X/8820D/8820DN DCP-8020/8025D	AWR	NO		
7.	TN-7600/560	BROTHER HL-1650/1670/1850/1870N HL-5030/5040/5050/5070N, MFC-8420/8020/8025/8820X/8820D/8820DN DCP-8020/8025D	AWR	NO		
8.	DR-350/2000	BROTHER HL-2030/2040/2070N/6050N, MFC-7220/7225N/7240, FAX-2080/2020	AWR	NO		
9.	TN-350/2000	BROTHER HL-2030/2040/2070N/6050N, MFC-7220/7225N/7240, FAX-2080/2020	AWR	NO		
10.	DR-2100/360	BROTHER HL-2140/2150N/2170W MFC-7340/7440N/7450/7840W DCP-7030/7040	AWR	NO		
11.	TN-2110/330	BROTHER HL-2140/2150N/2170W MFC-7340/7440N/7450/7840W DCP-7030/7040	AWR	NO		
12.	TN-2120/360	BROTHER HL-2140/2150N/2170W MFC-7340/7440N/7450/7840W DCP-7030/7040	AWR	NO		
13.	TN-04BK	BROTHER HL-2700CN, MFC-9420CN	AWR	NO		

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14.	TN-04C	BROTHER HL-2700CN, MFC-9420CN	AWR	NO		
15.	TN-04M	BROTHER HL-2700CN, MFC-9420CN	AWR	NO		
16.	TN-04Y	BROTHER HL-2700CN, MFC-9420CN	AWR	NO		
17.	TN-135BK/115BK	BROTHER HL-4040CN/4050CDN/4070CDW, DCP-9040CN/9045CDN, MFC-9440CN/9840CDW	AWR	NO		
18.	TN-135C/115C	BROTHER HL-4040CN/4050CDN/4070CDW, DCP-9040CN/9045CDN, MFC-9440CN/9840CDW	AWR	NO		
19.	TN-135M/115M	BROTHER HL-4040CN/4050CDN/4070CDW, DCP-9040CN/9045CDN, MFC-9440CN/9840CDW	AWR	NO		
20.	TN-135Y/115Y	BROTHER HL-4040CN/4050CDN/4070CDW, DCP-9040CN/9045CDN, MFC-9440CN/9840CDW	AWR	NO		
21.	TN-12BK	BROTHER HL-4200CN	AWR	NO		
22.	TN-12C	BROTHER HL-4200CN	AWR	NO		
23.	TN-12M	BROTHER HL-4200CN	AWR	NO		
24.	TN-12Y	BROTHER HL-4200CN	AWR	NO		
25.	DR-3100/520	BROTHER HL-5240D/5240L/5250DN/5280D MFC-8660DN/8670DN/8860DN/8870DW DCP-8060/8065DN/8460N	AWR	NO		
26.	TN-3130/550	BROTHER HL-5240D/5240L/5250DN/5280D MFC-8660DN/8670DN/8860DN/8870DW DCP-8060/8065DN/8460N	AWR	NO		
27.	TN-3170/580	BROTHER HL-5240D/5240L/5250DN/5280D MFC-8660DN/8670DN/8860DN/8870DW DCP-8060/8065DN/8460N	AWR	NO		
28.	DR-3200/620	BROTHER HL-5340D/5350DN/5350DNLT/5370DW/5370DWT/5380DN, MFC-8880DN/8890DW DCP-8085DN	AWR	NO		
29.	TN-3230/620	BROTHER HL-5340D/5350DN/5350DNLT/5370DW/5370DWT/5380DN, MFC-8880DN/8890DW DCP-8085DN	AWR	NO		
30.	TN-3280/650	BROTHER HL-5340D/5350DN/5350DNLT/5370DW/5370DWT/5380DN, MFC-8880DN/8890DW DCP-8085DN	AWR	NO		
31.	CRG W	Canon D323/383, L390/398	AWR	NO		
32.	Canon FX3	Canon Fax L200,220,240,250,260,280,290,300,350,360,380,388 L2050, 2060, 3500, 4000, 4500, 6000	AWR	NO		
33.	CRG T	Canon FAX L380/L390/L390S	AWR	NO		

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34.	FX9/FX10/104	Canon FAX L90/100/120/140/160/D480 MF4010/4018/4120/4122/4140/4150/4270/4320D/4322D/4330D/4350D MF4370DN/4380DN/4660/4680/4680PL/4690PL	AWR	NO		
35.	E16/E30/E31/E40	Canon FC220,230,270,288,290,298,300,500,700,800,900,920,950	AWR	NO		
36.	CRG 912/712/312	Canon LB3018/3108/3100/3010/3050	AWR	NO		
37.	Canon EP-25	Canon LBP 1210	AWR	NO		
38.	CRG303/703	Canon LBP 2900/2900B/3000	AWR	NO		
39.	CRG313/713	Canon LBP 3250	AWR	NO		
40.	CRG308/708	Canon LBP 3300/3360	AWR	NO		
41.	CRG315/715	Canon LBP 3310/3370	AWR	NO		
42.	CRG310/710	Canon LBP 3460/3410	AWR	NO		
43.	CRG309/709	Canon LBP 3500	AWR	NO		
44.	307/707BK	Canon LBP 5000/5100	AWR	NO		
45.	307/707C	Canon LBP 5000/5100	AWR	NO		
46.	307/707M	Canon LBP 5000/5100	AWR	NO		
47.	307/707Y	Canon LBP 5000/5100	AWR	NO		
48.	316/716BK	Canon LBP 5050/5050N	AWR	NO		
49.	316/716C	Canon LBP 5050/5050N	AWR	NO		
50.	316/716M	Canon LBP 5050/5050N	AWR	NO		
51.	316/716Y	Canon LBP 5050/5050N	AWR	NO		
52.	301/701BK	Canon LBP 5200/MF8170C/8170C	AWR	NO		
53.	301/701C	Canon LBP 5200/MF8170C/8170C	AWR	NO		
54.	301/701M	Canon LBP 5200/MF8170C/8170C	AWR	NO		
55.	301/701Y	Canon LBP 5200/MF8170C/8170C	AWR	NO		

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56.	311/711BK	Canon LBP 5300/5360/MF9130/9170/8450	AWR	NO		
57.	311/711C	Canon LBP 5300/5360/MF9130/9170/8450	AWR	NO		
58.	311/711M	Canon LBP 5300/5360/MF9130/9170/8450	AWR	NO		
59.	311/711Y	Canon LBP 5300/5360/MF9130/9170/8450	AWR	NO		
60.	302/702/102BK	Canon LBP 5960/5970/5975	AWR	NO		
61.	302/702/102C	Canon LBP 5960/5970/5975	AWR	NO		
62.	302/702/102M	Canon LBP 5960/5970/5975	AWR	NO		
63.	302/702/102Y	Canon LBP 5960/5970/5975	AWR	NO		
64.	318/718BK	Canon LBP 7200/7200CN/7200CDN/MF8330CDN/8350CDN	AWR	NO		
65.	318/718C	Canon LBP 7200/7200CN/7200CDN/MF8330CDN/8350CDN	AWR	NO		
66.	318/718M	Canon LBP 7200/7200CN/7200CDN/MF8330CDN/8350CDN	AWR	NO		
67.	318/718Y	Canon LBP 7200/7200CN/7200CDN/MF8330CDN/8350CDN	AWR	NO		
68.	323/723BK	Canon LBP 7750CDN/7700C	AWR	NO		
69.	323/723C	Canon LBP 7750CDN/7700C	AWR	NO		
70.	323/723M	Canon LBP 7750CDN/7700C	AWR	NO		
71.	323/723Y	Canon LBP 7750CDN/7700C	AWR	NO		
72.	Canon EP-26	Canon LBP MF3110/3220/3228/3240/5630/5650/5730/5750/5770	AWR	NO		
73.	EP-65	Canon LBP2000	AWR	NO		
74.	Canon EP-22	Canon LBP-250, 350, 800,810,1100, 1110, 1110SE, 1120	AWR	NO		
75.	Canon EP-27	Canon LBP-250, 350, 800,810,1100, 1110, 1110SE, 1120	AWR	NO		
76.	CRG U	Canon MF3112/3220/3222/5630/5650 MF5730/5750/5770	AWR	NO		
77.	CRG 306/706/106	Canon MF6530/6540/6540PL/6550/6560PL/6580/6580PL, MF6590/6595/6595CX	AWR	NO		
78.	CRG 305/705/105	Canon MF7120/7280/7460/7470/7480	AWR	NO		

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79.	187	EPSON AcuLaser C1100/CX11/CX11N	AWR	NO		
80.	188	EPSON AcuLaser C1100/CX11/CX11N	AWR	NO		
81.	189	EPSON AcuLaser C1100/CX11/CX11N	AWR	NO		
82.	190	EPSON AcuLaser C1100/CX11/CX11N	AWR	NO		
83.	S050097	EPSON AcuLaser C900/C1900	AWR	NO		
84.	S050098	EPSON AcuLaser C900/C1900	AWR	NO		
85.	S050099	EPSON AcuLaser C900/C1900	AWR	NO		
86.	S050100	EPSON AcuLaser C900/C1900	AWR	NO		
87.	S050087	EPSON EPL-5900/6100	AWR	NO		
88.	S051055	EPSON EPL-5900/6100	AWR	NO		
89.	S050167	EPSON EPL-6200/6200L	AWR	NO		
90.	S051099	EPSON EPL-6200/6200L	AWR	NO		
91.		Flash Disk 12GB	AWR	NO		
92.		Flash Disk 1GB	AWR	NO		
93.		Flash Disk 2GB	AWR	NO		
94.		Flash Disk 4GB	AWR	NO		
95.		Flash Disk 8GB	AWR	NO		
96.	HP C7115A	HP 1000/1005/1200/3300/3380	AWR	NO		
97.	HP Q2612A	HP 1010,1012,1015,1020,1022,1022N,1022NW,3015,3020,3030	AWR	NO		
98.	HP C4092A	HP 1100,1100A,3200, Canon LBP-800/810/1120	AWR	NO		
99.	HP Q5949A	HP 1160,1320,1320N	AWR	NO		
100.	HP Q2613A	HP 1300/1300N	AWR	NO		
101.	HP C4096A	HP 2100/2200 Series	AWR	NO		

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102.	HP Q2610A	HP 2300/2300D/2300N/2300DTN	AWR	NO		
103.	HP Q6511A	HP 2410/2420/2430 Series	AWR	NO		
104.	HP 92298A	HP 4,4 PLUS,4M, 4M PLUS,5,5N, 5M,5SE 8IV/80/860/1260	Canon	AWR	NO	
105.	HP C8061A	HP 4100/4100D/4100TN/4100DTN	AWR	NO		
106.	HP C3900A	HP 4VX,4MVX,4VC, Canon LBP-BX,BX II /B406G	AWR	NO		
107.	HP C4129X	HP 5000,5000N,5100SE,5100LE,5100,5100N, Canon LBP-62X/840/850/880/910	AWR	NO		
108.	HP Q7516A	HP 5200/5200L/5200N/5200TN/5200DTN	AWR	NO		
109.	HP C3906A	HP 5L,5ML,6L,6LGold,3100,3150, Canon LP-440/460/465/660/210/310	AWR	NO		
110.	HP C3909A	HP 5Si/5SiMX/5SiNX/8000	AWR	NO		
111.	HP C4182X	HP 8100/8100N/8100DN/4100DTN	AWR	NO		
112.	HP C8543X	HP 9000/9040/9050	AWR	NO		
113.	HP Q9700A	HP Color LaserJet 1500/1500i/2500/2500i/2500N/2500TN/2550N/2550LN/2820/2840	AWR	NO		
114.	HP Q9701A	HP Color LaserJet 1500/1500i/2500/2500i/2500N/2500TN/2550N/2550LN/2820/2840	AWR	NO		
115.	HP Q9702A	HP Color LaserJet 1500/1500i/2500/2500i/2500N/2500TN/2550N/2550LN/2820/2840	AWR	NO		
116.	HP Q9703A	HP Color LaserJet 1500/1500i/2500/2500i/2500N/2500TN/2550N/2550LN/2820/2840	AWR	NO		
117.	HP Q6000A	HP Color LaserJet 1600/2600N/2605/2605DN/2605DTN/2650DTN/CM1015/CM1017	AWR	NO		
118.	HP Q6001A	HP Color LaserJet 1600/2600N/2605/2605DN/2605DTN/2650DTN/CM1015/CM1017	AWR	NO		
119.	HP Q6002A	HP Color LaserJet 1600/2600N/2605/2605DN/2605DTN/2650DTN/CM1015/CM1017	AWR	NO		
120.	HP Q6003A	HP Color LaserJet 1600/2600N/2605/2605DN/2605DTN/2650DTN/CM1015/CM1017	AWR	NO		
121.	HP Q3960A	HP Color LaserJet 2550N/2550LN/2820/2840	AWR	NO		

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122.	HP Q3961A	HP Color LaserJet 2550N/2550LN/2820/2840	AWR	NO		
123.	HP Q3962A	HP Color LaserJet 2550N/2550LN/2820/2840	AWR	NO		
124.	HP Q3963A	HP Color LaserJet 2550N/2550LN/2820/2840	AWR	NO		
125.	HP Q7560A	HP Color LaserJet 2700/3000N/3000DN	AWR	NO		
126.	HP Q7561A	HP Color LaserJet 2700/3000N/3000DN	AWR	NO		
127.	HP Q7562A	HP Color LaserJet 2700/3000N/3000DN	AWR	NO		
128.	HP Q7563A	HP Color LaserJet 2700/3000N/3000DN	AWR	NO		
129.	HP Q2670A	HP Color LaserJet 3500/3550	AWR	NO		
130.	HP Q2671A	HP Color LaserJet 3500/3550	AWR	NO		
131.	HP Q2672A	HP Color LaserJet 3500/3550	AWR	NO		
132.	HP Q2673A	HP Color LaserJet 3500/3550	AWR	NO		
133.	HP Q6470A	HP Color LaserJet 3600/3600DN	AWR	NO		
134.	HP Q6471A	HP Color LaserJet 3600/3600DN	AWR	NO		
135.	HP Q6472A	HP Color LaserJet 3600/3600DN	AWR	NO		
136.	HP Q6473A	HP Color LaserJet 3600/3600DN	AWR	NO		
137.	HP C9720A	HP ColorLaserjet 4600N/4650 Series	AWR	NO		
138.	HP C9721A	HP ColorLaserjet 4600N/4650 Series	AWR	NO		
139.	HP C9722A	HP ColorLaserjet 4600N/4650 Series	AWR	NO		
140.	HP C9723A	HP ColorLaserjet 4600N/4650 Series	AWR	NO		
141.	HP Q5950A	HP ColorLaserjet 4700N/4700DN/4700TN/4700PH Plus	AWR	NO		
142.	HP Q5951A	HP ColorLaserjet 4700N/4700DN/4700TN/4700PH Plus	AWR	NO		
143.	HP Q5952A	HP ColorLaserjet 4700N/4700DN/4700TN/4700PH Plus	AWR	NO		
144.	HP Q5953A	HP ColorLaserjet 4700N/4700DN/4700TN/4700PH Plus	AWR	NO		

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145.	HP Q6460A	HP Color LaserJet 4730/4730x/4730XM/4730XS/CM4730/CM4730F/CM4730FM/CM4730FSK	AWR	NO		
146.	HP Q6461A	HP Color LaserJet 4730/4730x/4730XM/4730XS/CM4730/CM4730F/CM4730FM/CM4730FSK	AWR	NO		
147.	HP Q6462A	HP Color LaserJet 4730/4730x/4730XM/4730XS/CM4730/CM4730F/CM4730FM/CM4730FSK	AWR	NO		
148.	HP Q6463A	HP Color LaserJet 4730/4730x/4730XM/4730XS/CM4730/CM4730F/CM4730FM/CM4730FSK	AWR	NO		
149.	HP C9730A	HP Color LaserJet 5500/5500N/5500DN/5500DTN, 5500HDN/5550/5550N	AWR	NO		
150.	HP C9731A	HP Color LaserJet 5500/5500N/5500DN/5500DTN, 5500HDN/5550/5550N	AWR	NO		
151.	HP C9732A	HP Color LaserJet 5500/5500N/5500DN/5500DTN, 5500HDN/5550/5550N	AWR	NO		
152.	HP C9733A	HP Color LaserJet 5500/5500N/5500DN/5500DTN, 5500HDN/5550/5550N	AWR	NO		
153.	HP CB540A	HP Color LaserJet CP1215/1515N/1518NI/CM1312NFI	AWR	NO		
154.	HP CB541A	HP Color LaserJet CP1215/1515N/1518NI/CM1312NFI	AWR	NO		
155.	HP CB542A	HP Color LaserJet CP1215/1515N/1518NI/CM1312NFI	AWR	NO		
156.	HP CB543A	HP Color LaserJet CP1215/1515N/1518NI/CM1312NFI	AWR	NO		
157.	HP CC530A	HP Color LaserJet CP2025N/2025DN/CP2025X/CM2320N/CM2320NF, CM2320FXI	AWR	NO		
158.	HP CC531A	HP Color LaserJet CP2025N/2025DN/CP2025X/CM2320N/CM2320NF, CM2320FXI	AWR	NO		
159.	HP CC532A	HP Color LaserJet CP2025N/2025DN/CP2025X/CM2320N/CM2320NF, CM2320FXI	AWR	NO		
160.	HP CC533A	HP Color LaserJet CP2025N/2025DN/CP2025X/CM2320N/CM2320NF, CM2320FXI	AWR	NO		
161.	HP Q6470A	HP Color LaserJet CP3505N/3505DN/3505X/3800/3800N	AWR	NO		
162.	HP Q7581A	HP Color LaserJet CP3505N/3505DN/3505X/3800/3800N	AWR	NO		
163.	HP Q7582A	HP Color LaserJet CP3505N/3505DN/3505X/3800/3800N	AWR	NO		
164.	HP Q7583A	HP Color LaserJet CP3505N/3505DN/3505X/3800/3800N	AWR	NO		
165.	HP CE250A	HP Color LaserJet CP3525/3525N/CP3525DN/3525X/CM3530	AWR	NO		

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166.	HP CE251A	HP Color LaserJet CP3525/3525N/CP3525DN/3525X/CM3530	AWR	NO		
167.	HP CE252A	HP Color LaserJet CP3525/3525N/CP3525DN/3525X/CM3530	AWR	NO		
168.	HP CE253A	HP Color LaserJet CP3525/3525N/CP3525DN/3525X/CM3530	AWR	NO		
169.	HP CB400A	HP Color LaserJet CP4005N/4005DN	AWR	NO		
170.	HP CB401A	HP Color LaserJet CP4005N/4005DN	AWR	NO		
171.	HP CB402A	HP Color LaserJet CP4005N/4005DN	AWR	NO		
172.	HP CB403A	HP Color LaserJet CP4005N/4005DN	AWR	NO		
173.	HP CE260A	HP Color LaserJet CP4025N/4025DN/4525N/4525DN/4525XH	AWR	NO		
174.	HP CE261A	HP Color LaserJet CP4025N/4025DN/4525N/4525DN/4525XH	AWR	NO		
175.	HP CE262A	HP Color LaserJet CP4025N/4025DN/4525N/4525DN/4525XH	AWR	NO		
176.	HP CE263A	HP Color LaserJet CP4025N/4025DN/4525N/4525DN/4525XH	AWR	NO		
177.	HP CB380A	HP Color LaserJetCP6015N/6015DN/CP6015X/CP6015XH/CM6030 /CM6030F/CM6040F/ CM6040MFP	AWR	NO		
178.	HP CB381A	HP ColorLaserJetCP6015N/6015DN/CP6015X/CP6015XH/CM6030CM6030F/CM 6040F/ CM6040MFP	AWR	NO		
179.	HP CB382A	HP Color LaserJetCP6015N/6015DN/CP6015X/CP6015XH/CM6030 /CM6030F/CM6040F/ CM6040MFP	AWR	NO		
180.	HP CB383A	HP Color LaserJetCP6015N/6015DN/CP6015X/CP6015XH/CM6030 /CM6030F/CM6040F/ CM6040MFP	AWR	NO		
181.	HP Q2624A	HP LaserJet 1150	AWR	NO		
182.	HP Q1338A	HP LaserJet 4200	AWR	NO		
183.	HP Q5942A	HP LaserJet 4250/4350 Series	AWR	NO		
184.	HP Q1339A	HP LaserJet 4300	AWR	NO		
185.	HP Q5945A	HP LaserJet 4345/M4345 Series	AWR	NO		
186.	HP Q7551A	HP LaserJet P3005/3005D/3005N/3005DN/3005X/M302 7MFP/M3035 MFP/M3035XS MFP	AWR	NO		

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187.	HP C4127X Canon EP-52	HP LJ4000,4000T,4000TN,4000N, 4050,4050N, 4050T,4050TN, Canon LBP-1760,1760N	AWR	NO		
188.	HP CB435A	HP P1005/P1006	AWR	NO		
189.	HP CC388A	HP P1007/P1008	AWR	NO		
190.	HP CE285A	HP P1100/P1102/P1102W/M1212NF	AWR	NO		
191.	HP CB436A	HP P1505/1505N/M1522N/M1522NF,P1120/1120N	AWR	NO		
192.	HP CE278A	HP P1566, P1606DN	AWR	NO		
193.	HP Q7553A	HP P2015/P2015D/P2015N/P2015DN/P2015X	AWR	NO		
194.	HP CE505A	HP P2035/P2035N/P2055/P2055N	AWR	NO		
195.	HP CE255A	HP P3015/P3015D/P3015DN/P3015X	AWR	NO		
196.	HP CC364A	HP P4014N/4015N/4015TN/4515N/4515X	AWR	NO		
197.	C500H2CG	LEXMARK C500/C500N/X500/X502	AWR	NO		
198.	C500H2KG	LEXMARK C500/C500N/X500/X502	AWR	NO		
199.	C500H2MG	LEXMARK C500/C500N/X500/X502	AWR	NO		
200.	C500H2YG	LEXMARK C500/C500N/X500/X502	AWR	NO		
201.	20K1400	LEXMARK C510/C510N	AWR	NO		
202.	20K1401	LEXMARK C510/C510N	AWR	NO		
203.	20K1402	LEXMARK C510/C510N	AWR	NO		
204.	20K1403	LEXMARK C510/C510N	AWR	NO		
205.	C5220CS	LEXMARK C522N/C524N/524DN/C532N/C534DN	AWR	NO		
206.	C5220KS	LEXMARK C522N/C524N/524DN/C532N/C534DN	AWR	NO		
207.	C5220MS	LEXMARK C522N/C524N/524DN/C532N/C534DN	AWR	NO		
208.	C5220YS	LEXMARK C522N/C524N/524DN/C532N/C534DN	AWR	NO		
209.	C540H1CG	LEXMARK C540/C543/C544/X543/X544	AWR	NO		

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210.	C540H1KG	LEXMARK C540/C543/C544/X543/X544	AWR	NO		
211.	C540H1MG	LEXMARK C540/C543/C544/X543/X544	AWR	NO		
212.	C540H1YG	LEXMARK C540/C543/C544/X543/X544	AWR	NO		
213.	12017SR	LEXMARK E120/E120N	AWR	NO		
214.	12026XW	LEXMARK E120/E120N	AWR	NO		
215.	E260A21E	LEXMARK E120/E120N	AWR	NO		
216.	E260X22G	LEXMARK E120/E120N	AWR	NO		
217.	10S0063	LEXMARK E210	AWR	NO		
218.	12A8302	LEXMARK E230/232/E234/E240/E330/E332/E340/E342	AWR	NO		
219.	24035SA	LEXMARK E230/232/E234/E240/E330/E332/E340/E342	AWR	NO		
220.	E250A21A	LEXMARK E250/E350/E352	AWR	NO		
221.	E250X22G	LEXMARK E250/E350/E352	AWR	NO		
222.	E250X22G	LEXMARK E450DN	AWR	NO		
223.	E250X22G	LEXMARK E450DN	AWR	NO		
224.	E450H21E	LEXMARK E450DN	AWR	NO		
225.	E450H21E	LEXMARK E450DN	AWR	NO		
226.	12A8325	LEXMARK T430/T430D/T430DN	AWR	NO		
227.	12A6730	LEXMARK T520/T522/X520/X522S	AWR	NO		
228.	12A7362	LEXMARK T630/T632/T634/X630/X632/X634	AWR	NO		
229.	64016HE	LEXMARK T640/T642/T644 Series	AWR	NO		
230.	T650H11E	LEXMARK T650/T652/T654 Series	AWR	NO		
231.	E260A21E	LEXMARK X204N	AWR	NO		
232.	E260X22G	LEXMARK X204N	AWR	NO		

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233.	18S0090	LEXMARK X215	AWR	NO		
234.	X644H21P	LEXMARK X642E/X644E/X646E	AWR	NO		
235.	X654H11P	LEXMARK X651/X652/X654/X656/X658 Series	AWR	NO		
236.	140BLA	RICOH Aficio CL800/CL1000N/CL210SF	AWR	NO		
237.	140CYN	RICOH Aficio CL800/CL1000N/CL210SF	AWR	NO		
238.	140MAG	RICOH Aficio CL800/CL1000N/CL210SF	AWR	NO		
239.	140YLW	RICOH Aficio CL800/CL1000N/CL210SF	AWR	NO		
240.	FX150LC/HC	RICOH Aficio FX150S/FX150SF	AWR	NO		
241.	RICOH 1475	RICOH Aficio FX16/FAXSL315/FAXSL350	AWR	NO		
242.	RICOH 2785	RICOH Aficio FX200/FAX200L	AWR	NO		
243.	406094	RICOH Aficio SP C220N/220S/221N/221SF/C222DN/222SF	AWR	NO		
244.	406097	RICOH Aficio SP C220N/220S/221N/221SF/C222DN/222SF	AWR	NO		
245.	406100	RICOH Aficio SP C220N/220S/221N/221SF/C222DN/222SF	AWR	NO		
246.	406106	RICOH Aficio SP C220N/220S/221N/221SF/C222DN/222SF	AWR	NO		
247.	C310A(406344)	RICOH Aficio SP C231SF/C232SF/C311N/C312DN	AWR	NO		
248.	C310A(406345)	RICOH Aficio SP C231SF/C232SF/C311N/C312DN	AWR	NO		
249.	C310A(406346)	RICOH Aficio SP C231SF/C232SF/C311N/C312DN	AWR	NO		
250.	C310A(406347)	RICOH Aficio SP C231SF/C232SF/C311N/C312DN	AWR	NO		
251.	RICOH SP1000C	RICOH Aficio SP1000S/1000SF	AWR	NO		
252.	CLP-C300A	Samsung CLP-300/300N, CLX2160/2160N, CLX-316N/3160FN	AWR	NO		
253.	CLP-K300A	Samsung CLP-300/300N, CLX2160/2160N, CLX-316N/3160FN	AWR	NO		
254.	CLP-M300A	Samsung CLP-300/300N, CLX2160/2160N, CLX-316N/3160FN	AWR	NO		
255.	CLP-Y300A	Samsung CLP-300/300N, CLX2160/2160N, CLX-316N/3160FN	AWR	NO		

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256.	CLT-C409S	Samsung CLP-310N/315, CLX-3170N/3175FN/3175/3175N/3175FN	AWR	NO		
257.	CLT-K409S	Samsung CLP-310N/315, CLX-3170N/3175FN/3175/3175N/3175FN	AWR	NO		
258.	CLT-M409S	Samsung CLP-310N/315, CLX-3170N/3175FN/3175/3175N/3175FN	AWR	NO		
259.	CLT-Y409S	Samsung CLP-310N/315, CLX-3170N/3175FN/3175/3175N/3175FN	AWR	NO		
260.	CLP-C350A	Samsung CLP-350N/351NK/351NKG	AWR	NO		
261.	CLP-K350A	Samsung CLP-350N/351NK/351NKG	AWR	NO		
262.	CLP-M350A	Samsung CLP-350N/351NK/351NKG	AWR	NO		
263.	CLP-Y350A	Samsung CLP-350N/351NK/351NKG	AWR	NO		
264.	CLP-C600A	Samsung CLP-600/600N/600ND/650/650N	AWR	NO		
265.	CLP-K600A	Samsung CLP-600/600N/600ND/650/650N	AWR	NO		
266.	CLP-M600A	Samsung CLP-600/600N/600ND/650/650N	AWR	NO		
267.	CLP-Y600A	Samsung CLP-600/600N/600ND/650/650N	AWR	NO		
268.	CLP-C660A/B	Samsung CLP-660/660ND/610ND	AWR	NO		
269.	CLP-K660A/B	Samsung CLP-660/660ND/610ND	AWR	NO		
270.	CLP-M660A/B	Samsung CLP-660/660ND/610ND	AWR	NO		
271.	CLP-Y660A/B	Samsung CLP-660/660ND/610ND	AWR	NO		
272.	ML-1210D3	Samsung ML-1010,1020M,1210,1250,1430	AWR	NO		
273.	ML-1610D2	Samsung ML-1610/1615 Dell D1100	AWR	NO		
274.	ML-D1630A	Samsung ML-1630/SCX-4500	AWR	NO		
275.	MLT-D108S	Samsung ML-1640/1641/2241	AWR	NO		
276.	ML-1710D3	Samsung ML-1710/1710P/1510/1520/1740/1750 SF-560,565P SCX-4016,4116,4216F	AWR	NO		
277.	ML-2010D3	Samsung ML-2010/2010P/2015/2510/ML2570/2571N	AWR	NO		
278.	MLT-D1065	Samsung ML-2245	AWR	NO		

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279.	ML-2250D5	Samsung ML-2250/2251N/2251NP/2252W	AWR	NO		
280.	ML-D2850A/B	Samsung ML-2850D/2851DN	AWR	NO		
281.	ML-3050A	Samsung ML-3050/3051N/3051ND	AWR	NO		
282.	ML-3560D6	Samsung ML-3560/3561N/3561ND	AWR	NO		
283.	ML-D4550A	Samsung ML-4050N/4551N/4551DNR/4551NR	AWR	NO		
284.	ML-4100D3	Samsung ML-4100	AWR	NO		
285.	ML-4500D3	Samsung ML-4500/4600	AWR	NO		
286.	MLT-D208S/L	Samsung ML-5635HN	AWR	NO		
287.	SCX-4200A	Samsung SCX-4200	AWR	NO		
288.	MLT-D109S	Samsung SCX-4300	AWR	NO		
289.	SCX-4521D3	Samsung SCX-4321,4521F	AWR	NO		
290.	SCX4720D5	Samsung SCX-4520/4720F/4720FN	AWR	NO		
291.	SCX-D4725A	Samsung SCX-4725F/4725FN	AWR	NO		
292.	MLT-D209S/L	Samsung SCX-4824HN/4828HN	AWR	NO		
293.	SCX-D5530A	Samsung SCX-5530FN/5530N	AWR	NO		
294.	ML-5100D3	Samsung SF-5100,5100P,515,530,550 ML-808	AWR	NO		
295.	ML-D560RA	Samsung SF-560R/565PR	AWR	NO		
296.	CT201118	XEROX C1110/1110/6130	AWR	NO		
297.	CT201119	XEROX C1110/1110/6130	AWR	NO		
298.	CT201120	XEROX C1110/1110/6130	AWR	NO		
299.	CT201121	XEROX C1110/1110/6130	AWR	NO		
300.	CWAA0648	XEROX DocuPrint 203A/204A	AWR	NO		
301.	CWAA0649	XEROX DocuPrint 203A/204A	AWR	NO		

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302.	CT201260	XEROX DocuPrint C1190FS	AWR	NO		
303.	CT201261	XEROX DocuPrint C1190FS	AWR	NO		
304.	CT201262	XEROX DocuPrint C1190FS	AWR	NO		
305.	CT201263	XEROX DocuPrint C1190FS	AWR	NO		
306.	CT201307	XEROX DocuPrint C2120	AWR	NO		
307.	CT201308	XEROX DocuPrint C2120	AWR	NO		
308.	CT201309	XEROX DocuPrint C2120	AWR	NO		
309.	CT201310	XEROX DocuPrint C2120	AWR	NO		
310.	CR350251	XEROX Douprint 202/255/305	AWR	NO		
311.	CT350103	XEROX Douprint 210/211/181	AWR	NO		
312.	CT200649	XEROX Douprint 525A	AWR	NO		
313.	CT200650	XEROX Douprint 525A	AWR	NO		
314.	CT200651	XEROX Douprint 525A	AWR	NO		
315.	CT200652	XEROX Douprint 525A	AWR	NO		
316.	CT350504	XEROX Douprint C2100/3210DX/3210SF	AWR	NO		
317.	CT350505	XEROX Douprint C2100/3210DX/3210SF	AWR	NO		
318.	CT350506	XEROX Douprint C2100/3210DX/3210SF	AWR	NO		
319.	CT350507	XEROX Douprint C2100/3210DX/3210SF	AWR	NO		
320.	113R00296	XEROX P8E/P8EX/W390/W385	AWR	NO		
321.	109R00639	XEROX Phaser 3110/3210	AWR	NO		
322.	109R00748	XEROX Phaser 3116	AWR	NO		
323.	106R01159	XEROX Phaser 3117	AWR	NO		
324.	109R00725	XEROX Phaser 3130/3120/3115/3121	AWR	NO		

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325.	109R00747	XEROX Phaser 3150	AWR	NO		
326.	113R00730	XEROX Phaser 3200MFP	AWR	NO		
327.	106R01373	XEROX Phaser 3250	AWR	NO		
328.	160R01411	XEROX Phaser 3300MFP	AWR	NO		
329.	106R01034	XEROX Phaser 3420/3425	AWR	NO		
330.	106R01246	XEROX Phaser 3428D/3428DN	AWR	NO		
331.	106R01414	XEROX Phaser 3435D/3435DN	AWR	NO		
332.	106R00688	XEROX Phaser 3450/3450B	AWR	NO		
333.	106R00680	XEROX Phaser 6100/6100D/6100BD/6100DN	AWR	NO		
334.	106R00681	XEROX Phaser 6100/6100D/6100BD/6100DN	AWR	NO		
335.	106R00682	XEROX Phaser 6100/6100D/6100BD/6100DN	AWR	NO		
336.	106R00684	XEROX Phaser 6100/6100D/6100BD/6100DN	AWR	NO		
337.	106R00271	XEROX Phaser 6110	AWR	NO		
338.	106R00272	XEROX Phaser 6110	AWR	NO		
339.	106R00273	XEROX Phaser 6110	AWR	NO		
340.	106R00274	XEROX Phaser 6110	AWR	NO		
341.	106R01278	XEROX Phaser 6130/6125	AWR	NO		
342.	106R01279	XEROX Phaser 6130/6125	AWR	NO		
343.	106R01280	XEROX Phaser 6130/6125	AWR	NO		
344.	106R01281	XEROX Phaser 6130/6125	AWR	NO		
345.		External Hard Disk Drive (HDD) 250 GB	AWR	NO		
346.		External Hard Disk Drive (HDD) 300 GB	AWR	NO		
347.		External Hard Disk Drive (HDD) 500 GB	AWR	NO		

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348.		External Hard Disk Drive (HDD) 640 GB	AWR	NO		
349.		External Hard Disk Drive (HDD) 750 GB	AWR	NO		
350.		External Hard Disk Drive (HDD) 1 TB	AWR	NO		
351.	013R00625	XEROX WorkCentre 3119	AWR	NO		
352.	106R01485	XEROX WorkCentre 3210/3220	AWR	NO		
353.	013R00606	XEROX WorkCentre PE120/PE120i	AWR	NO		
354.	013R00621	XEROX WorkCentre PE220	AWR	NO		

Signature of tenderer _____

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

EVALUATION CRITERIA

REFERENCES	
2.26.1	Lowest evaluated price
2.26.2	Financial, technical and delivery capability
	Statutory mandatory requirement
	Past performance experience
	Manufacturers authorization
	Standardization marks
	Labour law requirements for staff

AWARD CRITERIA

Lowest quoted price	40%
Financial, technical and delivery capability	20%
Statutory mandatory requirement	10%
Past performance experience	5%
Manufacturers authority	5%
Standardization marks	10%
Labour law requirements for staff	10%

SECTION VII – EVALUATION CRITERIA

Evaluation Award Criteria

Since this is a term contract, the Procuring entity will evaluate and award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive as detailed herein, provided further that the tenderer is determined to be technically qualified to perform the contract satisfactorily.

7.1 Preliminary evaluation of tenders shall be done on the basis of the following criteria.

Whether or not: -

- a) The tender has been submitted in the required format.
- b) The tender security submitted is in the required form, amount and validity period.
- c) The tender form has been signed by the person lawfully authorized to do so.
- d) The required numbers of copies of the tender have been submitted.
- e) The tender is valid for the period required
- f) All required documents and information have been submitted.
- g) Samples / Brochures have been submitted accordingly.

7.2 Upon completion of Preliminary Evaluation, Technical Evaluation shall then be done by subjecting the samples to tests using approved standards for each item offered.

7.3 Non conforming tenders will be rejected at this stage and only technically compliant tenders will be subjected to financial evaluation.

SECTION VIII- STANDARD FORMS

Notes on the sample Forms

1. Form of Tender:-

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

2. Confidential Business Questionnaire Form:-

This form must be completed by the tenderer and submitted with the tender documents.

3. 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.

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.

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.

6. Manufacturers Authorization Form:-

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

8.1 **FORM OF TENDER**

Date _____
Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*,the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(insert equipment description)* in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to----- percent of the Contract Price for the due performance of the Contract , in the form prescribed by *(Procuring entity)*.

4. We agree to abide by this Tender for a period of *[150]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 – General:

Business Name
 Location of business premises.
 Plot No..... Street/Road
 Postal Address Tel No. Fax E mail
 Nature of Business
 Registration Certificate No.
 Maximum value of business which you can handle at any one time – Kshs.
 Name of your bankers Branch

	Part 2 (a) – Sole Proprietor Your name in full Age Nationality Country of origin • Citizenship details •																														
	Part 2 (b) Partnership Given details of partners as follows: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;"></th> <th style="width: 30%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.					
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1.																											
2.																											
3.																											
4.																											
	Part 2 (c) – Registered Company Private or Public State the nominal and issued capital of company- Nominal Kshs. Issued Kshs. Given details of all directors as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.	5.
	Name	Nationality	Citizenship Details	Shares																											
1.																											
2.																											
3.																											
4.																											
5.																											
Date Signature of Candidate																															

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

8.3 TENDER SECURITY FORM

Whereas [name of the tenderer]
(hereinafter called “the tenderer”) has submitted its tender dated
..... [date of submission of tender] for the supply, installation
and commissioning of[name and/or description of
the equipment] (hereinafter called “the Tender”)
..... KNOW ALL PEOPLE by
these presents that WE of
..... having our registered office at
..... (hereinafter called “the Bank”), are bound unto
..... [name of Procuring entity} (hereinafter called “the
Procuring entity”) in the sum of for which
payment well and truly to be made to the said Procuring entity, the
Bank binds itself, its successors, and assigns by these presents. Sealed
with the Common Seal of the said Bank this _____ day of _____
_____ 20 _____.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank] _____

(Amend accordingly if provided by Insurance Company)

8.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between [name of Procurement entity) of [country of Procurement entity] (hereinafter called “the Procuring entity) of the one part and [name of tenderer] of [city and country of tenderer] (hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for certain goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of [contract price in words and figures] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity

Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of .

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

To
[*name of Procuring entity*]

WHEREAS [*name of tenderer*] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. _____
_____ [*reference number of the contract*] dated _____ 20 _____
_____ to supply [*description of goods*] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [*amount of the guarantee in words and figure*] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [*amount of guarantee*] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

8.6 MANUFACTURER'S AUTHORIZATION FORM

To *[name of the Procuring entity]*

WHEREAS*[name of the manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Agent]* to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. *[reference of the Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

[signature for and on behalf of manufacturer]

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

8.7 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 above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER