

# KENYA NATIONAL EXAMINATIONS COUNCIL



## OPEN NATIONAL TENDER

FOR

**SUPPLY OF COMPUTERS, PRINTERS, LAPTOPS AND  
SOFTWARES**

TENDER NO –

**KNEC/GA/2016/2017/032**

**CLOSING DATE: 20<sup>TH</sup> DECEMBER 2016 AT 10.00AM**

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## SECTION I – INVITATION TO TENDER

**DATE 5<sup>TH</sup> DECEMBER 2016**

**TENDER REF No. KNEC/GA/2016/2017/032**

**TENDER NAME: SUPPLY OF DESK TOP COMPUTERS, PRINTERS, LAPTOPS AND SOFTWARES**

- 1.1 The **Kenya National Examinations Council** invites sealed bids for supply Desk top computers, printers, laptops and software.
- 1.2 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for period of (90) days from the closing date of the tender with a bid security at 2% of tender sum.
- 1.3 Tender bid in plain sealed envelope indicating the tender number and bearing no indication of the Tenderer should be addressed to:  
  

**The Chief Executive Officer  
Kenya National Examinations Council  
P O Box 73598 – 00200  
NAIROBI**
- 1.4 And placed in the **Tender Box** on **6<sup>th</sup> Floor** of the **NHC Building, Nairobi** or sent by post so as to reach the above address not later than **Friday 20<sup>th</sup> December 2016 at 10.00 am.**
- 1.5 Submitted documents will be opened publicly in the **Conference Room** on **7<sup>th</sup> Floor, NHC Building** soon after the above stated closing date and time in the presence of the Tenderers or their representatives who choose to attend. Late bids will be returned unopened.
- 1.6 The Kenya National Examinations Council reserves the right to reject any tender without giving reasons for the rejection and does not bind itself to the lowest or any tender.

**CHIEF EXECUTIVE OFFICER**

## SECTION II – INSTRUCTIONS TO TENDERERS

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## **SECTION II INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

- 2.1.1. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.2. Tenderer 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 services under this Invitation for tenders.
- 2.1.3. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

## **2.3 Contents of tender documents**

2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

2.3.2. 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.

## **2.4 Clarification of Documents**

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by email to: [procurement@k nec.ac.ke](mailto:procurement@k nec.ac.ke) . The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than three (3) 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 who have received the tender documents”

2.4.2. 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

## **2.5 Amendment of documents**

- 2.5.1. 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 issuing an addendum.
- 2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of tender**

- 2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. 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.

## **2.7 Documents Comprising the Tender**

The tender prepared by the tenderer shall comprise the following components:

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Confidential business questionnaire

## 2.8 Form of Tender

**2.8.1** The tenderers shall complete the **Form of Tender** and **ALL Price Schedules furnished** in the tender document.

## 2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted **by** the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. **A** tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

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

2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

## 2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

## 2.11 Tenderers Eligibility and Qualifications.

**2.11.1** Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, **mandatory** documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.



## **Validity of Tenders**

2.12.1 Tenders shall remain valid for **90 days** or as specified in the invitation to tender after 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 nonresponsive.

2.12.2 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. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.13 Format and Signing of Tender**

2.13.1 The tenderer shall prepare **one copy** of the tender.

2.13.2 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. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.13.3 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.

## **2.14 Sealing and Marking of Tenders**

2.14.1 The tenderer shall seal one copy of the tender in an envelope, duly marked with the tender reference and the envelope shall further:

(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 to tender and the words: **“DO NOT OPEN BEFORE Tuesday 20<sup>th</sup> December 2016.**

2.14.2 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”. —

2.14.3 If the envelope is not sealed and marked as required by paragraph 2.14.1, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

## **2.15 Deadline for Submission of Tenders**

2.15.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.14.1 no later than **Tuesday 20<sup>th</sup> December 2016**.

## **2.16 Extension of Tender**

2.16.1 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.2 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

## **2.17 Modification and withdrawal of tenders**

2.17.1 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 tender's is received by the procuring entity prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

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

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

2.17.6 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.

## **2.18 Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at the **Conference Room on 7<sup>th</sup> Floor, NHC Building at 10.00am on Tuesday 20<sup>th</sup> December 2016**. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 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.

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of tenders**

2.19.1 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 shall be sought, offered, or permitted.

2.19.2 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.

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20 Preliminary Examination and Responsiveness**

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

2.20.2 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 quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The Procuring entity may waive any minor informality or nonconformity 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.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 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.

2.20.5 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 nonconformity.

## **2.21 Conversion to a single currency**

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

## 2.22 Evaluation and comparison of tenders.

2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, technical specifications as outlined in the Evaluation criteria.

2.22.4 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.5 To qualify for contract awards, the tenderer shall have the following:-

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.
- (e) **Evaluation and Comparison of Tenders**

A binary selection scheme will be applied to determine the highest responsive bidder.

Bids will first be evaluated on their responsiveness to the general requirements and on specific technical requirements (Refer Evaluation criteria on Appendix I). Bids which fail in any critical items will be technically disqualified.

Only the technically qualified bidders will proceed for commercial evaluation. The financial proposal with the lowest bid price will be the highest commercially responsive. Financial proposals shall be scored

by percentage with the lowest bid being allocated 30%. The formula  $P_c = L_p/P \times 30$  shall be used where:

- a)  $P_c$  = Percentage allocated to price P
- b)  $L_p$  = Lowest price quoted

The technical score will be allocated out of 70% and the price out of 30%, the combination of which shall be out of 100%. The contract shall be awarded to the bidder with the highest combined score.

## **2.23. Contacting the procuring entity**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 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.

## **2.24 Award of Contract**

### **a) Post qualification**

2.24.1 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.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

2.24.3 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**

2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer 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.

2.24.4 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. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.24.5 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 Notification of award**

2.25.1 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.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.26 Signing of Contract**

2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.26.3 The parties to the contract shall have it signed within 21 days from the date of notification of contract award unless there is an administrative review request.

## **2.27 Performance Security**

2.27.1 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.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 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 or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 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;

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.10	Quoted prices shall be in Kenya Shillings only.
2.11	Refer evaluation criteria Appendix I
2.24	Particulars of post – qualification if applicable- KNEC will conduct due diligence.
Evaluation Criteria	Refer Appendix I

## SECTION III GENERAL CONDITIONS OF CONTRACT

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## **SECTION III GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

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 services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

### **3.2 Application**

These General Conditions shall apply to the extent that they are not superceded by provisions of other part of contract.

### **3.3 Standards**

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

### **3.5 Patent Right's**

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 services under the contract or any part thereof .

### **3.6 Performance Security**

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

3.6.2 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.

3.6.3 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) A bank guarantee.
- b) Such insurance guarantee approved by the Authority.
- c) Letter of credit.

3.6.4 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 of obligations under the contract, including any warranty obligations under the contract.

### **3.7 Inspections and Tests**

3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services 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.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). 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.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.8 Payment**

3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

### **3.9 Prices**

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC , vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

### **3.10 Assignment**

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.

### **3.10 Termination for Default**

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 provide any or all of the services 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.

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, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

### **3.12 Termination of insolvency**

The procuring entity may at the any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

### **3.13 Termination for convenience**

3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.14 Resolution of disputes**

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15 Governing Language**

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

### **3.16 Force Majeure**

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

### **3.17 Applicable Law.**

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

### **3.18 Notices**

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

A notice shall be effective when delivered or on the notices effective date, whichever is later.

## **SECTION IV SPECIAL CONDITIONS OF CONTRACT**

### **Notes on Special Conditions of Contract**

The clauses in this section are intended to assist the procuring entity in providing contract specific information in relation to corresponding clauses in the general conditions of contract.

The provisions of section IV complement the general conditions of contract included in section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

- a) Information that complement provisions of section III must be incorporated
- b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific service required must also be incorporated

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.



## SECTION IV SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.6	Specify performance security if applicable
3.8	Specify method and conditions of performance
3.9	Specify price adjustments allowed
23.14	Specify resolution of disputes
3.17	Specify applicable law
3.18	Indicate addresses of both parties
Other's as necessary	Complete as necessary

## SECTION V – SCHEDULE OF REQUIREMENTS

### Notes for preparing the schedule of requirements

The schedule of requirements for the goods shall be included in the tender documents by the procuring entity and shall cover at the minimum a description of the goods and services to be supplied and the delivery schedule.

The objectives of schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders efficiently and accurately, in particular, the price schedule, for which information is provided.

In addition, the schedule of requirements, together with the price schedule, should serve as a bases in the event of quantity variations at the time of award of contract pursuant to instructions to tenderers clause 26.

The date or period of delivery should be carefully specified, taking into account the date prescribed herein from which the procuring entity's delivery obligations start (notice of award).

This part will include any deliverables under the service contract

Number	Description	Quantity	Delivery Time Start _____ End _____
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## **SECTION VI DESCRIPTION OF SERVICES**

### **Notes for preparing technical specifications**

A set of precise and clear description of the goods required is a prerequisite for tenderers to respond realistically and competitively to requirements of the procuring entity without qualifying their tenders, the specifications should require that all goods and services to be incorporated be new, and of the most recent improvements – in design and materials unless otherwise provided for in the contract.

Samples of specifications from previous similar procurement are useful in their respect.

Care must be taken in describing the services to ensure that they are not restrictive. In the description of services describing the services recognized national or international standards should be used as much as possible. Where other particular standards are used, the description should state the services that meet other authoritative standards and which ensure at least a substantially equal quality than other standards mentioned will also be acceptable.

This part will include any deliverables under the service contract.

## SECTION VI - SPECIFICATIONS OF THE EQUIPMENT

### 1.0 DESKTOP COMPUTER SPECIFICATIONS

<b>Brand Name</b>	
<b>Model Number</b>	

<b>Feature</b>	<b>Required Minimum Specifications</b>	<b>REMARKS</b>
Form Factor	Mini Tower	
Processor	Intel Core i5-4670 (Quad Core), minimum 3.4 GHz	
Chipset	Intel® Q85	
Graphics	Intel Integrated	
Installed RAM	8 GB ( 2x4GB) DDR3 (UDIMM), 1600Mhz	
Maximum RAM	32 GB	
Ports and Slots	Front: 2 x USB 3.0, 1 x Microphone, 1 x Headphone  Rear: 1 x Microphone, 1 x Headphone, 2 x USB 2.0, 2 x USB 3.0, 1 x VGA, 2 x DP, 1 x LAN, Audio: Line in/Line Out/Mic	
Keyboard/Mouse	Professional full size USB-English UK Keyboard, USB Optical Mouse 2-button with scrolling wheel	
Video Adapter	Integrated Intel HD Graphics	
Hard disk	500 GB, SATA 6 Gb/s, 7200 RPM	
Sound	Integrated on board with internal speaker	
Data Protection Security	Embedded TPM security chip	
Physical Security	Cable Lock / Padlock Loop / Chassis Intrusion Switch / Computrace support	
Network adapter	Gigabit NIC	
Optical Drive	DVD-RW (Recordable) drive	
Power Supply	AC 200~240V with European power cord	
Preinstalled Licensed Software	Microsoft Windows 7 Pro 64 bit or Windows 10 pro 64 bit	
Office Software	Licensed Microsoft Office 2016 Professional	
Energy Efficiency	ENERGY STAR 5.2 Compliant	
Certification	ISO (assembly), Windows 7	
Monitor	19" widescreen LCD with DisplayPort/HDMI or DVI support	
<b>Warranty</b>	3-year, on-site, parts and labor	

## 2.0 LAPTOP SPECIFICATIONS

<b>Brand Name</b>	
<b>Model Number</b>	

<b>Feature</b>	<b>Required Minimum Specifications</b>	<b>REMARKS</b>
<b>Processor Type</b>	Intel Core i5-6200U Processor (3MB Cache, 2.80 GHz) (2.67 GHz)	
<b>Installed RAM</b>	16 GB DDR3 1600 MHz	
<b>Maximum RAM</b>	16 GB (2 x 8GB PC3-12800 DDR3L 1600MHz SODIMM)	
<b>Hard Disk</b>	512 GB, SSD SATA3 OPAL2.0	
<b>Ports</b>	3 x USB 3.0 (One Always On), 1 x Mini DisplayPort, 1 x HDMI, 1 x video output, 4-in-1 Card Reader slot, 1 headphone and 1 microphone	
<b>Keyboard</b>	Backlit Keyboard with Number Pad - English UK	
<b>Pointing Device</b>	UltraNav (TrackPoint and Touchpad) with Fingerprint Reader	
<b>Mouse</b>	Laser Wireless Mouse	
<b>Video Adapter</b>	Integrated Intel HD 520 Graphics	
<b>Camera</b>	720p HD Camera	
<b>Display</b>	15.6" FHD (1920 x 1080) IPS, Anti-Glare, Touch	
<b>Network Card</b>	Integrated 10/100/1000 Mbit/s	
<b>Wireless communications</b>	Intel Dual Band Wireless-AC (2x2) 8260, Bluetooth Version 4.1 vPro	
<b>Optical Drive</b>	DVD-RW drive	
<b>Battery</b>	3 Cell Li-Polymer (44 WHr)	
<b>Sound</b>	Integrated with internal speakers, Dolby Home Theatre v4	
<b>Power Cord</b>	AC Adapter - UK (3 Pin)	
<b>Preinstalled Licensed Software</b>	Microsoft Windows 7 Pro 64 bit or windows 10 pro 64 bit	
<b>Recover Media</b>	Windows 7 Pro 64 or Windows 10 Pro	
<b>Security Chip</b>	Software TPM & Hardware dTPM	
<b>Security Software</b>	Absolute LoJack International 2 Year	
<b>Accessories</b>	OEM Professional Backpack Bag	
<b>Warranty</b>	3-year on-site, parts and labor	

### 3.0 LASER PRINTER SPECIFICATIONS

<b>Brand Name</b>	
<b>Model Number</b>	

**Toner Cartridge Number(s)**

<b>Feature</b>	<b>Required Minimum Specifications</b>	<b>REMARKS</b>
<b>Print speed in ppm, A4/Letter</b>	Up to 55 ppm black (A4); Up to 36 ipm duplex (A4)	
<b>Printing Automatic Duplex</b>	Built-in automatic two-sided duplex printing	
<b>First Page Out Time</b>	7 sec	
<b>Print Resolution</b>	Up to 1200 x 1200 dpi	
<b>Printing Technology</b>	Laser	
<b>Printing Area</b>	Print margins: Top: 5 mm; Bottom: 5 mm; Left: 5 mm; Right: 5 mm	
<b>Print Languages</b>	PCL 6, PCL 5e , Postscript Level 3 emulation, native PDF printing (v1.7)	
<b>Monthly Duty Cycle</b>	Up to 225,000 pages (A4)	
<b>Fonts and Typefaces</b>	Internal TrueType fonts in PCL, internal scalable fonts in Postscript Level 3 emulation (Euro symbol built-in); 1 internal Unicode font (Andale Mono WorldType); 2 internal Windows Vista/8 fonts (Calibri, Cambria);	
<b>Processor Speed</b>	1.2 GHz	
<b>Display</b>	4-line colour display with keypad	
<b>Connectivity</b>	Hi-Speed USB 2.0 ports (Host and Device); Built-in Gigabit Ethernet 10/100/1000T network port; Hardware Integration Pocket (HIP)	
<b>Network Ready</b>	Built-in Gigabit Ethernet	
<b>Memory</b>	512 MB expandable to 1.5GB	
<b>Hard disk</b>	4 GB non-volatile storage, firmware encryption (AES 128 or AES 256) of customer/job data; Secure Cryptographic Erase – Job Data, Secure Erase – Disk; Optional, 500 GB HP Secure High Performance Hard Disk Drive	
<b>Media Types</b>	Paper (bond, colour, letterhead, plain, preprinted, prepunched, recycled, rough, light), envelopes, labels, cardstock, transparencies, shelf edge labels, user-defined	
<b>Paper Size</b>	Custom metric: 76 x 127 to 216 x 356 mm; 148 x 210 to 216 x 356 mm; 102 x 148 to 170 x 282 mm Supported metric: Multipurpose A4, A5, A6, B5 (JIS), B6 (JIS), Dpostcard (JIS), RA4, 10 x 15 cm, envelope (DL ISO, C5 ISO, C6 ISO, B5 ISO)	

<p><b>Paper Handling</b> <b>(1 x 100-sheet and 1 x 500-sheet input trays required)</b></p>	<p>Standard input: 100-sheet multipurpose tray 1, 500-sheet input tray 2, Automatic duplexer for two-sided printing Standard output: 500-sheet output bin, 100-sheet rear output bin Optional/Input: Optional 500-sheet input tray, optional Custom media cassette (for tray 2 position only), optional 1,500-sheet High-capacity input tray (add up to 4 additional trays for up to 3,600-sheet input capacity), optional Automatic duplexer for two-sided printing, optional 75-sheet envelope feeder</p>	
<p><b>Input Capacity</b></p>	<p>Tray 1: Sheets: 100; Transparencies: 50; Envelopes: 10 Tray 2: Sheets: 500 Tray 3: Sheets: 500 (optional tray 3+); Sheets: 1,500 (optional High-capacity input tray) Maximum: Up to 3,600</p>	
<p><b>Output Capacity</b></p>	<p>Standard: Up to 600 sheets (500 in the face down bin, 100 in rear face up door) Maximum: Up to 1,100 sheets (Rear face-up door: up to 100 sheets / Top output bin: up to 500 sheets / Optional 5-bin mailbox, optional stacker, optional stapler-stacker: up to 500 sheets)</p>	
<p><b>Supported network protocols</b></p>	<p>IPv4/IPv6: Apple Bonjour Compatible (Mac OS 10.2.4 or higher), SNMPv1/v2c/v3, HTTP, HTTPS, FTP, TFTP, Port 9100, LPD, WS Discovery, IPP, Secure-IPP, IPsec/Firewall; IPv6: DHCPv6, MLDv1, ICMPv6; IPv4: Auto-IP, SLP, Telnet, IGMPv2, BOOTP/DHCP, WINS, IP Direct Mode, WS Print; Other: NetWare NDS, Bindery, NDPS, iPrint</p>	
<p><b>PC Compatible Operating Systems</b></p>	<p>Windows OS compatible with In-Box Driver: Windows 10 all (32/64-bit) editions, Windows 8/8.1 all (32/64-bit) editions, Windows 7 all (32/64-bit) editions, OS X 10.7 Lion, OS X 10.8 Mountain Lion, OS X 10.9 Mavericks, OS X 10.10 Yosemite; Mobile OS (In-OS drivers): iOS, Android, Windows 8/8.1/10 RT; Linux OS: SUSE Linux, Fedora, Linux Mint, Boss (3.0, 5.0), Ubuntu, Other OS: UNIX</p>	

<b>Security Management</b>	Identity management: Kerberos authentication, LDAP authentication, user PIN codes, 3rd party advanced authentication solutions (e.g., badge readers); Network: IPsec/firewall with Certificate, Pre-Shared Key and Kerberos authentication, 802.1X authentication (EAP-PEAP, EAP-TLS), SNMPv3, HTTPS, Certificates, Access Control List; Data: Storage Encryption, Encrypted PDF & Email (uses FIPS 140 validated cryptographic libraries from Microsoft), Secure Erase, SSL/TLS (HTTPS), Encrypted Credentials; Device: Security lock slot, USB port disablement, Hardware Integration Pocket for security solutions	
<b>Printer management</b>	Printer Administrator Resource Kit (Driver Configuration Utility, Driver Deployment Utility, Managed Printing Administrator); Web Admin Software; Imaging and Printing Security Center	
<b>Power</b>	220 to 240 VAC (+/- 10%), 50/60 Hz (+/- 3 Hz)	
<b>Certifications</b>	Energy Star® certified; Blue Angel; CECP; EPEAT® Silver	
<b>Toner Cartridge Capacity</b>	~10,500 pages	
<b>Warranty</b>	3-year on-site	

#### 4.0 COLOUR PRINTER SPECIFICATIONS

<b>Brand Name</b>	
<b>Model Number</b>	

**Toner Cartridge Number(s)**

<b>Feature</b>	<b>Required Minimum Specifications</b>	<b>REMARKS</b>
<b>Print speed in ppm, A4/Letter</b>	Up to 38 ppm black (A4); Up to 38 ppm colour (A4); Up to 38 ipm black duplex (A4); Up to 38 ipm colour duplex (A4)	
<b>Printing Automatic Duplex</b>	Built-in automatic two-sided duplex printing	
<b>First Page Out Time</b>	6 sec black (A4); 7 sec colour (A4)	
<b>Print Resolution</b>	Up to 1200 x 1200 dpi, ImageREt 3600 (best) colour	
<b>Printing Technology</b>	Laser	
<b>Printing Area</b>	Print margins: Top: 2 mm absolute/5 mm assured image; Bottom: 2 mm absolute/5 mm assured image; Left: 2 mm absolute/5 mm assured image; Right: 2 mm absolute/5 mm assured image	



<b>Print Languages</b>	PCL 6, PCL 5e , Postscript Level 3 emulation, native PDF printing (v1.7)	
<b>Monthly Duty Cycle</b>	Up to 80,000 pages (A4)	
<b>Fonts and Typefaces</b>	Internal TrueType fonts in PCL, internal scalable fonts in Postscript Level 3 emulation (Euro symbol built-in); 1 internal Unicode font (Andale Mono WorldType); 2 internal Windows Vista/8 fonts (Calibri, Cambria);	
<b>Processor Speed</b>	1.2 GHz	
<b>Display</b>	4-line colour display with keypad	
<b>Connectivity</b>	Hi-Speed USB 2.0 ports (Host and Device); Built-in Gigabit Ethernet 10/100/1000T network port; Hardware Integration Pocket (HIP)	
<b>Network Ready</b>	Built-in Gigabit Ethernet	
<b>Memory</b>	1 GB expandable to 2 GB	
<b>Hard disk</b>	4 GB non-volatile storage, firmware encryption (AES 128 or AES 256) of customer/job data; Secure Cryptographic Erase – Job Data, Secure Erase – Disk; Optional, 500 GB HP Secure High Performance Hard Disk Drive	
<b>Media Types</b>	Paper (plain, light, bond, recycled, mid-weight, heavy, mid-weight glossy, heavy glossy, extra heavy, extra heavy glossy, cardstock, card glossy), colour transparency, labels, letterhead, envelope, preprinted, prepunched, coloured, rough, opaque film, user-defined	
<b>Paper Size</b>	Custom metric: 76 x 127 to 216 x 356 mm; 148 x 210 to 216 x 356 mm; 102 x 148 to 170 x 282 mm Supported metric: Multipurpose A4, A5, A6, B5 (JIS), B6 (JIS), Dpostcard (JIS), RA4, 10 x 15 cm, envelope (DL ISO, C5 ISO, C6 ISO, B5 ISO)	
<b>Paper Handling(1 x 100-sheet and 1 x 550-sheet input trays required)</b>	Standard input: 100-sheet multipurpose tray 1, 500-sheet input tray 2, Automatic duplexer front two-sided printing Standard output: 500-sheet output bin, 100-sheet rear output bin Optional/ Input: 550-sheet media input tray 3, 550-sheet media input tray 4, 550-sheet media input tray 5	
<b>Input Capacity</b>	Tray 1: Sheets (75 g/m <sup>2</sup> paper): 100; Transparencies, cardstock (163 g/m <sup>2</sup> ): 50; Cardstock (216 g/m <sup>2</sup> ): 30; Envelopes: 10 Tray 2: Sheets (75 g/m <sup>2</sup> paper): 550; Labels, cardstock (163 g/m <sup>2</sup> ), transparencies: 200 Tray 3: Sheets (75 g/m <sup>2</sup> paper): 550; Labels, cardstock (163 g/m <sup>2</sup> ), transparencies: 200 Maximum: Up to 2,300 sheets	
<b>Output Capacity</b>	Standard: Up to 250 sheets, Up to 10 envelopes, Up to 100 sheets Transparencies Maximum: Up to 250 sheets	

<b>Supported network protocols</b>	IPv4/IPv6: Apple Bonjour Compatible (Mac OS 10.2.4 or higher), SNMPv1/v2c/v3, HTTP, HTTPS, FTP, TFTP, Port 9100, LPD, WS Discovery, IPP, Secure-IPP, IPsec/Firewall; IPv6: DHCPv6, MLDv1, ICMPv6; IPv4: Auto-IP, SLP, Telnet, IGMPv2, BOOTP/DHCP, WINS, IP Direct Mode, WS Print; Other: NetWare NDS, Bindery, NDPS, iPrint	
<b>PC Compatible Operating Systems</b>	Windows OS compatible with In-Box Driver: Windows 10 all (32/64-bit) editions , Windows 8/8.1 all (32/64-bit) editions, Windows 7 all (32/64-bit) editions, OS X 10.7 Lion, OS X 10.8 Mountain Lion, OS X 10.9 Mavericks, OS X 10.10 Yosemite; Mobile OS (In-OS drivers): iOS, Android, Windows 8/8.1/10 RT; Linux OS: SUSE Linux, Fedora, Linux Mint, Boss (3.0, 5.0), Ubuntu, Other OS: UNIX	
<b>Security Management</b>	Identity management: Kerberos authentication, LDAP authentication, user PIN codes, 3rd party advanced authentication solutions (e.g., badge readers); Network: IPsec/firewall with Certificate, Pre-Shared Key and Kerberos authentication, 802.1X authentication (EAP-PEAP, EAP-TLS), SNMPv3, HTTPS, Certificates, Access Control List; Data: Storage Encryption, Encrypted PDF & Email (uses FIPS 140 validated cryptographic libraries from Microsoft), Secure Erase, SSL/TLS (HTTPS), Encrypted Credentials; Device: Security lock slot, USB port disablement, Hardware Integration Pocket for security solutions	
<b>Printer management</b>	Printer Administrator Resource Kit (Driver Configuration Utility, Driver Deployment Utility, Managed Printing Administrator); Web Admin Software; Imaging and Printing Security Center	
<b>Power</b>	220 to 240 VAC (+/- 10%), 50/60 Hz (+/- 3 Hz)	
<b>Certifications</b>	CISPR 22:2008 Class A, EN 55022:2010 Class A, EN 55024:2010, EN 61000-3-2:2006 +A1:2009 +A2:2009, EN 61000-3-3:2008	
<b>Toner Cartridge Capacity</b>	~6,000 pages black and ~5,000 pages colour	
<b>Warranty</b>	3-year on-site	

## 5.0 MFP PRINTER SPECIFICATIONS

<b>Brand Name</b>	
<b>Model Number</b>	

### Toner Cartridge Number(s)

Feature	Required Minimum Specifications	REMARKS
<b>GENERAL/BASIC SPECS</b>		
Technology	Laser, Mono component	
Engine Speed	Up to 30/15 pages per minute A4/A3	
Resolution/Bit Depth	600 x 600 dpi(copy), 1,800 dpi level x 600 dpi (copy photo mode)	
Warm-up Time	29 seconds or less from power on or less	
Time to first print	5.8 seconds or less	
Time to first copy	5.1 seconds or less	
Max Monthly Duty Cycle		
Standard Interfaces	USB 2.0 (Hi-Speed), Fast Ethernet 10/100Base-TX, CF slot	
<b>PAPER HANDLING</b>		
Input Capacity (2 x 500-sheet and 1x 200-sheet multi-purpose trays)	200 sheet multi-purpose tray, 45–200 g/m <sup>2</sup> , A3–A6R; Max. 2 x 500 sheet universal paper cassette, 60–120 g/m <sup>2</sup> , A3–A5R	
Input capacity with options	2,200 sheets A4	
Duplex Unit	Double-side printing as standard; A3-A5, 60-80 g/m <sup>2</sup>	
Max. Output capacity	250 sheets face-down	
<b>PRINT SPECIFICATIONS</b>		
Processor	PowerPC 750 FL-600MHz	
Memory and Hard Disk	Standard 2048 MB + 160 GB HDD	
Controller Language	PRESCRIBE	
Emulations	PCL 6 (5e/XL), KPDL3 (Postscript 3 compatible), XPS Direct print, PDF Direct print	
Fonts	93 outline fonts (PCL6), 8 fonts (Windows Vista), 136 PostScript KPDL 3 fonts, 45 types of one-dimensional barcodes plus two-dimensional barcode (PDF-417)	
Downloadable Fonts	PCL + TrueType format, Type 1 + 3 format	
Print Features	Quick copy, Proof and hold, Private print, Job storage, Job management functionality	
Supported Operating Systems	All current Windows operating systems, Mac OS X Version 10.2 or higher, UNIX, LINUX etc.	

Print Information Security	IPsec, IPv6 and PDF encryption, Kit with security level EAL3	
Documents Security	Document Guard Kit installed and activated	
<b>COPY SPECIFICATIONS</b>		
Original size	A3	
Digital copy features	Scan once print many, Electronic sort, 2in1 and 4in1 function, Image repeat copy, Page numbering, Cover mode, Booklet copy, 160 GB document box, Interrupt copy, Form overlay	
Exposure modes	Auto, manual: 7 or 13 steps	
Preset magnification ratios	5 Reductions/ 5 Enlargements	
Zoom range	25 - 400 in 1% steps	
Continuous copy	1 - 999	
Memory capacity	2048 MB	
Image adjustments	Text, Text + Photo, Photo	
Digital features	Scan-once-copy-many, electronic sort, 2-in-1 and 4-in-1 function, image repeat copy, page numbering, cover mode, booklet copy, 160 GB document box, interrupt copy, form overlay	
Exposure mode	Auto, manual: 7 or 13 steps	
Image adjustments	Text + photo, text, photo	
<b>SCAN SPECIFICATIONS</b>		
Document processor	Reversing document processor (duplex scanning)	
Interfaces	10/100 Base-TX	
Original recognition	Text, Photo, Text + Photo, OCR	
Scan size	A3	
Scan functionalities	Scan-to-email, Scan-to-FTP, Network TWAIN, Scan-to-SMB, Scan-to-BOX, Scan-to-USB	
Scan resolution	600, 400, 300, 200, 200x100, 200x400, (256 greyscales)	
Scan speed	50 originals per minute in b/w (300 dpi/A4), 15 originals per minute in colour (300 dpi/A4)	
File types	PDF (high compressive/encrypted), JPEG, TIFF , XPS	
<b>CONSUMABLES</b>		
Toner - Kit capacity	Microfine toner for 20,000 pages with 6 % coverage	
<b>Warranty</b>	3-year on-site	

## 6.0 POWER UPS SPECIFICATIONS

<b>Brand Name</b>	
<b>Model Number</b>	

<b>Feature</b>	<b>Required Minimum Specifications</b>	<b>REMARKS</b>
<b>OUTPUT</b>		
Output Capacity	1500 VA / 865 Watts	
Output Volt., Freq. (on utility)	230V, 50 or 60 Hz, +/- 3Hz (auto sensing)	
Output Volt., Freq. (on battery)	230V +/-8%, 50 or 60 Hz +/-1 Hz (auto sensing)	
Output Connections	10 total IEC outlets: 5 battery & surge (incl. 1 power-saving Controlled outlet) 5 surge only (incl. 3 power-saving Controlled outlets)	
Waveform Type	Stepped Approximation to Sine Wave	
Transfer Time	10 ms, maximum	
<b>INPUT</b>		
Input Voltage, Frequency	230V, 50 or 60 Hz, +/- 3Hz	
Input Connection	Existing power cord for system	
<b>SURGE PROTECTION</b>		
AC Power Surge Protection	All outlets	
Data Line Surge Protection	Analog phone line for phone/fax/modem/DSL Network: 10/100/1000 Base-T (gigabit) Ethernet	
Automatic Voltage Regulation (AVR)	(188-216) +11.2% (252-282) -11.2%	
<b>BATTERY</b>		
Battery Type	Sealed, lead-acid, maintenance-free	
External Battery Pack Compatibility	Yes	
<b>MANAGEMENT</b>		
Alarms	Visual (LCD) and audible alarms	
Auto-Shutdown Software	Supplied and allowed via USB and serial interface	
Monitoring	LCD display for status monitoring	
<b>SAFETY</b>		
Certification/Approvals	NEMKO-GS, GOST, CE	
Circuit Breaker	Present	
<b>Warranty</b>	3-year on-site	

## 7.0 IMAC COMPUTER SPECIFICATIONS

<b>Brand Name</b>	
<b>Model Number</b>	

<b>Feature</b>	<b>Required Minimum Specifications</b>	<b>REMARKS</b>
<b>Display</b>	27-inch (diagonal) Retina 5K display with IPS technology; 5120-by-2880 resolution with support for millions of colors	
<b>Processor Type</b>	3.2GHz quad-core Intel Core i5 (Turbo Boost up to 3.6GHz)	
<b>Installed RAM</b>	8GB (two 4GB) of 1867MHz DDR3 memory	
<b>Maximum RAM</b>	32 GB	
<b>Hard Disk</b>	2TB Fusion Drive	
<b>Ports</b>	3 USB (At least 1 USB 3.0) 1 video output, 1 Express card slot, 1 headphone and 1 microphone	
<b>Keyboard/Mouse</b>	USB Keyboard + USB optical mouse	
<b>Video Graphics Adapter</b>	AMD Radeon R9 M390 graphics processor with 2GB of GDDR5 memory	
<b>Network Card</b>	10/100/1000 Mbps (Gigabit) Ethernet	
<b>Wireless communications</b>	Integrated WLAN (802.11 b/g/n), integrated Bluetooth	
<b>Optical Drive</b>	DVD-RW drive	
<b>Sound</b>	Stereo speakers Dual microphones 3.5 mm headphone jack Headphone/optical digital audio output (minijack) Support for Apple iPhone headset with microphone	
<b>Power</b>	UK AC adapter	
<b>Connections and Expansion</b>	3.5 mm headphone jack, SDXC card slot, Four USB 3 ports (compatible with USB 2), Two Thunderbolt 2 ports (Mini DisplayPort output, Support for HDMI, DVI, VGA, and dual-link DVI), Kensington lock slot	
<b>Preinstalled Licensed Software</b>	macOS Sierra	
<b>Warranty</b>	3 Year AppleCare Protection Plan	

## 8.0 COMPUTER MOUSE SPECIFICATIONS

<b>Brand Name</b>	

### USB Optical Wheel Mouse

<b>Feature</b>	<b>Required Minimum Specifications</b>	<b>REMARKS</b>
<b>USB Optical Mouse</b>	Original Equipment Manufacturer (OEM) Branded USB Optical Wheel Mouse	
	(Specify Brand)	
<b>Warranty</b>	1 Year	

## 9.0 COMPUTER KEYBOARD SPECIFICATIONS

<b>Brand Name</b>	

### OEM Professional Full Size USB - English (UK) Keyboard

<b>Feature</b>	<b>Required Minimum Specifications</b>	<b>REMARKS</b>
<b>USB Keyboard</b>	Original Equipment Manufacturer (OEM) Branded USB Professional Full Size <b>UK Keyboard</b>	
	(Specify Brand)	
<b>Warranty</b>	1 Year	

## 10 POWER EXTENSIONS

<b>Brand Name</b>	

### Power Extensions with Surge Protection

<b>Feature</b>	<b>Required Minimum Specifications</b>	<b>REMARKS</b>
<b>USB Keyboard</b>	Surge Protection / SurgeArrest Extensions with 5 Outlets 230V UK models	
	(Specify Brand)	
<b>Warranty</b>	1 Year	

## 11.0 PORTABLE EXTERNAL HARD DRIVE

<b>Brand Name</b>	

### Portable External Hard Drive USB 3.0 2 Terabytes Capacity

<b>Feature</b>	<b>Required Minimum Specifications</b>	<b>REMARKS</b>
<b>Portable External Hard Drive USB 3.0 2 TB Hard Drive</b>	Two Terabytes capacity USB 3.0 External Hard Drive with: a). OneTouch backup b). File encryption software c). Shockproof / Drop resistant	
	(Specify Brand)_____	
<b>Warranty</b>	6 Months	



## 12.0 DESKTOP DOCUMENT COPY HOLDER

<b>Brand Name</b>	

### Desktop Document Copy Holders

<b>Feature</b>	<b>Required Minimum Specifications</b>	<b>REMARKS</b>
<b>Desktop Document Copy Holders</b>	Sliding / Adjustable to accommodate both portrait and landscape oriented documents. Guide for holding letter-, legal-, A4-size documents, Grooved ledge and clip to hold up to 150 sheets of paper Freestanding for added convenience	
	(Specify Brand)	
<b>Warranty</b>	1 Year	

### 13.0 IMAC SERVER SPECIFICATIONS

<b>Brand Name</b>	
<b>Model Number</b>	<b>Mac Pro (Quad Core)</b>

<b>Feature</b>	<b>Required Minimum Specifications</b>	<b>REMARKS</b>
<b>Display</b>	5K Display support with 27-Inch monitor connected with HDMI	
<b>Processor Type</b>	Intel Xeon E5 with 12MB L3 cache and Turbo Boost up to 3.9GHz	
<b>Installed RAM</b>	12GB (three 4GB) of 1866MHz DDR3 ECC memory	
<b>Maximum RAM</b>	32 GB	
<b>Hard Disk</b>	1TB Drive	
<b>Ports</b>	3 USB (At least 1 USB 3.0) 1 video output, 1 Express card slot, 1 headphone and 1 microphone	
<b>Keyboard/Mouse</b>	USB Keyboard + USB optical mouse	
<b>Video Graphics Adapter</b>	Dual AMD FirePro D300 graphics processors with 2GB of GDDR5 VRAM each 1280 stream processors 256-bit-wide memory bus 160GB/s memory bandwidth 2 teraflops performance	
<b>Network Card</b>	10/100/1000 Mbps (Gigabit) Ethernet	
<b>Wireless communications</b>	802.11ac Wi-Fi wireless networking with IEEE 802.11a/b/g/n compatibility, Bluetooth 4.0 wireless technology	
<b>Sound</b>	optical digital audio output/analog line out minijack, 3.5 mm headphone jack with headset support, HDMI port with multichannel audio output, Built-in speaker	
<b>Power</b>	UK AC Power Cord, Line voltage: 100-240V AC	
<b>Connections and Expansion</b>	4 x USB 3 ports, 6x Thunderbolt 2 ports, Dual Gigabit Ethernet ports, HDMI 1.4 UltraHD	
<b>Preinstalled Licensed Software</b>	macOS Server	
<b>Server Rack Mounting Enclosure/Kit</b>	Rack Mounting Kit/Enclosure for to mount all the servers by the provider	
<b>Warranty</b>	3 Year AppleCare Protection Plan	

## **INSTRUCTIONS**

**NB:** All listed features and required minimum specifications are mandatory requirements.

Instructions: Fill in brand name, model, availability of required minimum specifications & remarks.

Attach product brochure and /or data sheet as well as required certifications. With a color highlighter, highlight in brochure or in data sheet listed features and corresponding specifications.

The above instructions apply for all the **THIRTEEN (13)** items under specifications above.

## **SECTION VII- STANDARD FORMS**

### **Notes on standard forms**

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorisation form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

## **SECTION VI - STANDARD FORMS**

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. Declaration form

**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 of which is hereby duly acknowledged, wed, the undersigned, offer to provide. *[description of services]* in conformity with the said tender documents for the sum of . *[total tender amount in words]*

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20  
*[signature]* \_\_\_\_\_ *[In the capacity of]*  
Duly authorized to sign tender for and on behalf of \_\_\_\_\_

**PRICE SCHEDULE FOR THE ICT EQUIPMENT**

**SUPPLY OF ICT EQUIPMENT**

<b>Item</b>	<b>Description/Specifications</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost inclusive of all Tax  (Kshs)</b>
1.	Desktop Computers	80		
2.	Laptop Computers	7		
3.	Laser Duplex Printers	7		
4.	Color Printers	7		
5.	Multifunctional Printers (MFP), Copier & Scanner	10		
6.	Power UPSs	18		
7.	iMac Desktop Computers	14		
8.	Computer Mouse	20		
9.	Computer Keyboards	20		
10.	Portable External Hard Drives	6		
11.	Desktop Document Copy Holders	20		
12.	iMac Servers	3		
13.	Power Extension Cables	50		
	<b>Total Amount carried forward to Form of Tender</b>			

Signature of tenderer \_\_\_\_\_

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

## PRICE SCHEDULE FOR THE SOFTWARE

### 1.0 MICROSOFT SOFTWARE

Feature	Required Minimum Specifications	UNIT PRICE	TOTAL PRICE (kshs)
<b>1. Microsoft Visual Studio 2015 Enterprise</b>	Microsoft Visual Studio Enterprise 2015 with 3 Years Software Assurance (SA) for Volume Licensing  Quantity: 1		
<b>2. Microsoft SQL Server 2016 Enterprise Edition</b>	Microsoft SQL Server 2016 Enterprise Edition (Server - based version) with 3 years Software Assurance (SA) for Volume Licensing.  Quantity: 1		
<b>3. Microsoft Windows Server 2012 R2 Standard Edition</b>	Microsoft Windows Server 2012 R2 Standard Edition a single server license with 3 years Software Assurance (SA) for Volume Licensing.  Quantity: 10		
<b>4. Microsoft Publisher 2016</b>	Microsoft Publisher 2016 (for Microsoft Office 2016)  Quantity: 5		
<b>5. Microsoft Visio 2016</b>	Microsoft Visio 2016 (for Microsoft Office 2016)  Quantity: 5		
<b>6. Microsoft Project 2016</b>	Microsoft Project 2016 (for Microsoft Office 2016)  Quantity: 5		
<b>TOTAL COST (Inclusive 16% VAT)</b>			



## 2.0 OTHER SOFTWARE

Feature	Required Minimum Specifications	UNIT PRICE	TOTAL PRICE (kshs)
<b>1. SAP Crystal Server 2016</b>	SAP Crystal Server 2016 with: a. SAP Crystal Reports b. SAP Crystal Server c. SAP Crystal Dashboard Design  <u>Licensing: 5 CALs</u>		
<b>2. DevExpress version 16.1 - Universal Version</b>	DevExpress version 16.1 - Universal Version with 3 Years updates and legibility support.  <u>License Quaity: 2 Users</u>		
<b>3. JetBrains ReSharper 2016.2 All Products Pack Version</b>	JetBrains ReSharper Version 2016.2 All Products Pack Version with 3 Years Pertpetual License.  <u>License Quantity: 2 Users</u>		
<b>4. ApexSQL Universal 2016</b>	ApexSQL Universal 2016 Version with 3 Years of support and upgrades.  <u>License Quantity: 3 Instances</u>		
<b>5. JIRA Software Server</b>	JIRA Software Server for 10 Users Tier with the following: a. Portfolio for JIRA      10 Users b. JIRA Service Desk      3 Agents c. Confluence              10 Users d. Bitbucket                10 Users  With 3 Years maintenance period.		
<b>6. Adobe Creative Suite 6 Master Collection</b>	Adobe Creative Suite 6 Master Collection for Windows and MAC OS X complete package:  <u>Licensing: 30 Users</u>		
<b>7. AUTODESK AUTOCAD 2017 for Windows</b>	AUTODESK AUTOCAD 2017 for Windows (32/64 Bit)  <u>Licensing: 5 Users with Multi-seat Standalone License</u>		
<b>8. Graphisoft's ARCHICAD 20</b>	Graphisoft's ARHICAD 20 SOLO - MEP  <u>Licensing: 2 Users</u>		
<b>TOTAL COST (Inclusive 16% VAT)</b>			

### 3.0 Wasp MobileAsset Version 7 Software with Supplies & Hardware Accessories

Feature	Required Minimum Specifications	UNIT PRICE	TOTAL PRICE (kshs)
<b>1. MobileAsset Enterprise with HC1 Mobile Computer and WPL305 Printer</b>	<b>Wasp MobileAsset Tracking Software for On-Premise Local Installation Server:</b> MobileAsset Enterprise with HC1 Mobile Computer and WPL305 Printer (Unlimited - User)		
<b>2. Wasp HC1 mobile computer</b>	Wasp HC1 mobile computer: <u>Quantity: 1</u>		
<b>3. Wasp Cleaning Pen</b>	Wasp Cleaning Pen for Thermal Printers: <u>Quantity: 5</u>		
<b>4. Wasp Labels and Supplies</b>	a). 2.0' x 1.0' Thermal Transfer Labels <u>Quantity: 12 Rolls with 2300 per roll, 5" OD</u>		
	b). 3.0' x 3.0' Thermal Transfer Labels <u>Quantity: 12 Rolls with 850 per roll, 5" OD</u>		
	c). 1.57' x 820' Resin Ribbon <u>Quantity: 10 Pieces</u>		
	d). 2.16' x 820' Resin Ribbon <u>Quantity: 10 Pieces</u>		
	c). 3.26' x 820' Resin Ribbon <u>Quantity: 10 Pieces</u>		
	c). 4.33' x 820' Resin Ribbon <u>Quantity: 10 Pieces</u>		
TOTAL COST (Inclusive 16% VAT)			

## 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 materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of .....[contract price in words and figures]

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 tenderer hereby covenants with the Procuring entity to provide the materials and spares 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 provision of the materials and spares 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 \_\_\_\_\_.

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

<p>Part 1 General</p> <p>Business Name.....</p> <p>Location of Business Premises .....</p> <p>Plot No, .....Street/Road.....</p> <p>Postal address .....Tel No. ....Fax Email .....</p> <p>Nature of Business .....</p> <p>Registration Certificate No. ....</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers.....</p> <p>Branch.....</p>
--

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

**TENDER SECURITY FORM**

Whereas .....[name of the tenderer]

(hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender ] for the provision of .....

[name and/or description of the services]

(hereinafter called “the Tenderer”).....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[name of procuring entity](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 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)*

**PERFORMANCE SECURITY FORM**

To: .....

[name of the 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 services](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 figures],*

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 your 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

\_\_\_\_\_  
Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

*(Amend accordingly if provided by Insurance Company)*

**BANK GUARANTEE FOR ADVANCE PAYMENT**

To.....

[name of tender].....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

.....

[name and address of tenderer][hereinafter called “the tenderer”] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of .....  
*[amount of guarantee in figures and words].*  
We,the .....

*[bank or financial institution]*, as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding  
*[amount of guarantee in figures and words].*

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

**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



**EVALUATION CRITERIA**

ITEM	EVALUATION CRITERIA	WEIGHT
A.	<b>MANDATORY REQUIREMENTS</b>	
1.	Copy of certificate of incorporation / registration	Any bidder who fails to meet any of these items will be deemed non responsive
2.	Copy of a current Tax Compliance certificate	
3.	Copy of PIN certificate	
4.	Bid Bond at 2% of Quoted Price.	
5.	Copy of an Audited Financial Statement / Accounts for the last two years.	
6.	Copy of Manufacturers authorizations – referring to this particular tender.	
B.	<b>TECHNICAL CRITERIA</b>	
7.	Responsiveness to equipment specifications	30
8.	Original copy of detailed brochure for the modules	10
9.	Past experience/Service support strength (Evidence of having supplied similar equipment to six (6) reputable organizations) – attach copies of LPOs/Contract/Completion certificate.	30
	<b>GRAND TOTAL</b>	<b>70</b>