



OPEN TENDER

TENDER NO: ARA/OT/002/2023-2024

FOR

OPEN TENDER FOR SUPPLY, DELIVERY, INSTALLATION, TESTING, AND COMMISSIONING OF INFORMATION COMMUNICATION TECHNOLOGY (ICT) AND INFORMATION TECHNOLOGY (IT) EQUIPMENT AND BULK SMS SYSTEM

TENDER DATE : 26TH MARCH 2024

CLOSING/OPENING DATE : 16TH APRIL 2024

TIME : 11:00 AM

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SECTION 1 INVITATION FOR TENDERS

PROCURING ENTITY: ASSETS RECOVERY AGENCY

TENDER NO. ARA/OT/002/2023-2024

TENDER NAME AND DESCRIPTION: TENDER FOR SUPPLY, DELIVERY, INSTALLATION, TESTING, AND COMMISSIONING OF INFORMATION COMMUNICATION TECHNOLOGY EQUIPMENT AT THE ASSETS RECOVERY AGENCY

- 1.1 The ARA invites sealed tenders from eligible candidates for **Supply, Installation, Testing, And Commissioning Of ICT Equipment.**
- 1.2 Interested eligible candidates to obtain further information from and inspect the tender documents at **ASSETS RECOVERY AGENCY P.O Box 52420 - 00100 Nairobi, Procurement Office** on week days (Monday to Friday) during normal office working hours (0800am to 0500pm).
- 1.3 A complete set of tender documents will be issued to all short listed pre-qualified candidates free of charge from **Assets Recovery Agency Offices at UAP OLD MUTUAL TOWER 22ND FLOOR,** during week days (**Monday to Friday**) only working hours.
- 1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.
- 1.5 The Tenderer *shall* chronologically serialize (paginate) all pages in the sequence 1,2,3,4...of the tender documents submitted, from the first to last page and all additions. **Late tenders will be rejected.**
- 1.6 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at the reception or be addressed to

**TO: DIRECTOR
ASSETS RECOVERY AGENCY
P.O BOX 52420 - 00100
NAIROBI**

so as to be received on or before **Tuesday, 16TH APRIL 2024.**

- 1.7 Interested **bidders or their representatives are invited to witness the opening at Agency offices in UAP Old Mutual Tower 22nd Floor.** Bids will be opened on the same day at **11.00 am. Electronic Tenders will not be permitted.**

**Head Supply Chain Management Services
For: DIRECTOR, ASSETS RECOVERY AGENCY.**

SECTION II - INSTRUCTION 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 shortlisted pre-qualified tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The **ASSETS RECOVERY AGENCY** employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 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 services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the 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 Tender document shall **ONLY** be issued and at no cost to short listed pre-qualified tenderers.
- 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 Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- (i) Instructions to Tenderers
 - (ii) General Conditions of Contract
 - (iii) Special Conditions of Contract
 - (iv) Schedule of Requirements
 - (v) Details of Insurance Cover
 - (vi) Form of Tender
 - (vii) Price Schedules
 - (viii) Contract Form
 - (ix) Confidential Business Questionnaire Form
 - (x) Tender security Form
 - (xi) Performance security Form
 - (xii) Insurance Company's Authorization Form
 - (xiii) Declaration Form
 - (xiv) Request for Review Form.

- 2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification 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 Tender Documents

- 2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the 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 candidates 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.
- 2.4.3 Preference where allowed in the evaluation of tenders shall not exceed 15%.

2.5 Amendment of Tender 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 Tenders

- 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

- 2.7.1 The tender prepared by the tenderer shall comprise the following components:
- a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
 - b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - c) Tender security furnished in accordance with paragraph 2.12 (if applicable);
 - d) Declaration Form.

2.8. Form of Tender

- 2.8.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

2.9. Tender Prices

- 2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.
- 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 2.20.5

2.10. Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

- 2.11.1 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 it's tender is accepted.
- 2.11.2 The documentary evidence of the tenderer's 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.

2.12. Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.12.2 The tender security shall not exceed 2 per cent of the tender price.
- 2.12.3 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 2.12.7
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form
- a) A bank guarantee.
 - b) Such insurance guarantee approved by the Insurance Regulatory Authority (IRA) and Public Procurement Regulatory Authority (PPRA).
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6 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.
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30
- 2.12.8 The tender security may be forfeited:
- a) if a tenderer withdraws its tender during the period of tender validity.
 - b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) to furnish performance security in accordance with paragraph 2.30.
 - (c) If the tenderer reject correction of an arithmetic error in the tender.

2.13. Validity of Tenders

- 2.13.1 Tenders shall remain valid for 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.13.2 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 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

- 2.14.1 The tenderer shall prepare an original and a copy 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.
- 2.14.2 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. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 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.

2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender.
- 2.15.3 Bear tender number and name in the invitation to tender and the words,
"DO NOT OPEN BEFORE Tuesday, 16TH APRIL 2024."
- 2.15.4 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".
- 2.15.5 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.16. Deadline for Submission of Tenders.

- 2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **Tuesday, 16TH APRIL 2024**. The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 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 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 tenders, is received by the Procuring entity prior to the deadline prescribed for 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 fax or email 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. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

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 on **Friday, Tuesday, 16TH APRIL 2024. Interested bidders or their representatives are invited to witness the opening of the bids at UAP OLD MUTUAL TOWER 22nd Floor offices, Upper Hill Road.**

2.18.2 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.

2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to 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 of the tender shall be sought, offered, or permitted.

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.

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 sureties 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 the2 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

2.20.3 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.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, 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 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 Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

- (a) operational plan proposed in the tender;
- (b) deviations in payment schedule from that specified in the Special Conditions of Contract

2.22.3 Pursuant to paragraph 2.22.2. the following evaluation methods will be applied.

- (a) Operational Plan
 - (i) The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.
 - (b) Deviation in payment schedule.
 - (i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

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 Tenderers' tender.

2.24 Post-qualification

2.24.1 The Procuring entity will verify and 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 financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, 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.

2.25 Award Criteria

2.25.1 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.

2.25.2 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.

2.26. Procuring entity's Right to accept or Reject any or all Tenders

2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to 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 tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

2.26.2 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.

2.26.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27 Notification of Award

2.27.1 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.

2.27.2 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 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.28 Signing of Contract

2.28.1 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.

- 2.28.2 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.
- 2.28.3 The contract will be definitive upon its signature by the two parties.
- 2.28.4 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 Performance Security

- 2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.
- 2.29.2 Failure by 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 tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

- 2.30.1 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.
- 2.30.2 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
- 2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

2.31. Right to Vary quantities

- 2.31.1 The Assets Recovery Agency 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

APPENDIX TO INSTRUCTIONS TO TENDERERS

Notes on the Appendix to the Instruction to Tenderers

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the procuring of the procurement, and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
 - (a) The information that specifies and complements provisions of Section II to be incorporated.
 - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain unchanged and can only be amended through the Appendix to instructions to tenders.
5. Any clause to be included in the appendix to instructions to tenderers must be consistent with the applicable public procurement law and regulations.
4. The following information for the procurement of insurance services shall complement, supplement, or amend, the provisions on 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.

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>
2.1	Eligible tenderers
2.15.3	Tuesday, 16TH April 2024, 11.00 AM
2.16.1	As 2.15.3 Above
2.18.1	As 2.15.3. Above

SECTION III - GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1. Definition

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 Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization procuring the services under this Contract.
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract.
- (h) “Day” means calendar day

3.2. Application

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

3.3. Standards

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of requirements.

3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision thereof, 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 contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without the Procuring entity’s prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract’s or performance under the Contract if so required by the Procuring entity.

3.5. Patent Rights

3.5.1 The Contractor 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

- 3.6.1 After the stand still period, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC
- 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) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the relevant Authorities.
 - d) 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 Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents.

- 3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract.

3.8. Payment

- 3.8.1 The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC.
- 3.8.2 Payment shall be made promptly by the Procuring entity, but in no case later than Ninety 90 days after submission of an invoice or claim by the contractor.

3.9. Prices

- 3.9.1 Prices charges 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 quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price.
- 3.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

3.10. Assignment

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

3.11. Termination for Default

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

- (a) if the Contractor 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 Contractor fails to perform any other obligation(s) under the Contract.
- (c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

3.11.2 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, services similar to those undelivered and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However, the contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

3.12.1 The Procuring entity may at 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 prejudice 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 entities 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 an agreed amount for partially completed services.

3.14 Resolution of Disputes.

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

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

3.15. Governing Language

3.15.1. 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. Applicable Law

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

3.17 Force Majeure

3.17.1 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.

3.18 Notices

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by hand delivery or Email and confirmed in writing to the other party's address specified in the SCC.

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

4.1 Notes on Special Conditions of Contract

1. 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.
2. 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 insurance cover required. In preparing Section IV, the following aspects should be taken into consideration.
 - (a) Information that complement provisions of Section III must be incorporated; and
 - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the specific insurance cover required must also be incorporated.
3. 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 shall prevail over the provisions of the general conditions of contract.
4. Any clause to be included in this section must be consistent with the applicable public procurement law and regulations.

4.2 Special Conditions of Contract as Relates to the General Conditions of Contract

Reference of General Conditions of Contract	Special Condition of Contract
3.6 Performance Security	10% of Tender sum in form of unconditional bank guarantee
3.7 Delivery of services	In accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract
3.8.2 Payment	Ninety 90 days after submission of an invoice or claim by the contractor
3.9 Price Adjustment	As per Public Procurement and Disposal Act 2015 and Regulations 2020
3.16 Applicable Law	The Laws of Kenya
3.18 Notices	THE DIRECTOR, ASSETS RECOVERY AGENCY, P.O BOX 52420 – 00100, NAIROBI.

SECTION V - SCHEDULE OF REQUIREMENTS

1 Background of Assets Recovery Agency

ASSETS RECOVERY AGENCY (ARA) is established under Section 53 of the Proceeds of Crime and Anti-Money Laundering (POCAMLA) Act No. 9 of 2009 with the mandate of identifying, tracing, freezing, and recovering proceeds of crime.

2. Objective of the Project.

To acquire information communication technology and information technology tools and equipment for Assets Recovery Agency Departments, Sections and officers for aid in investigations, intelligence, legal and administrative activities.

3. Scope of the initiative:

- A. Acquisition of information communication technology and information technology equipment and bulk sms system for aid in investigations, intelligence, legal and administrative activities.
- B. Installation testing and commissioning of information communication technology and information technology tools and equipment.
- C. At least 1 year after Purchase and Warranty Coverage.

4. EVALUATION CRITERIA:

The following evaluation criterion shall be applicable.

5.1 MANDATORY REQUIREMENTS

No.	DESCRIPTION	YES/NO
1.	Provide a Certified copy of Certificate of Incorporation or Certificate of Registration	
2.	Provide a copy of Valid Tax Compliance Certificate	
3.	Provide a duly filled, signed and stamped Confidential Business Questionnaire	
4.	Provide a certified copy of County Government Single Business Permit	
5.	Provide a certified copy of certificate of Confirmation of Directors and Shareholding (CR 12) (Issued within the last 12 Months to Tender Opening Date)	
6.	Provide a duly filled, signed and stamped Pre Bid Conference Attendance Form. For Bulk SMS bidders	
7.	Provide a Bid Security of Kenya Shillings One Hundred Thousand Only (Kshs. 100,000,00) from a Reputable Bank in Kenya valid for 30 days beyond the Tender Validity period.	
8.	Provide a duly filled, signed and stamped Price Schedule	
9.	Provide a duly filled, signed and stamped Form of Tender	
10.	Provide a duly filled, signed and stamped Self-Declaration Form that the Tenderer is Not Debarred from doing business with the Government of Kenya or any other jurisdiction.	
11.	Provide a duly filled, signed and stamped Self Declaration Form that the Tenderer will not engage in any Corrupt or Fraudulent Practice	
12.	The bid document “Original” and “Copies” must be sequentially paginated / serialized including all attachments	
13.	Provide a Power of Attorney giving the name of the person who should be signing the bid, authorizing him to submit / execute the agreement as a binding document.	
14.	Submit the required number of copies of the Tender Document i.e. One (1) original and Two (2) copies	
15.	Provide a duly filled, signed and stamped Declaration and Commitment to the code of ethics.	
16.	Provide duly filled, signed and stamped Certificate of Independent Determination.	
17.	Verifiable evidence of registration and authorization or approval to distribute brand product or service on behalf of the manufacturer or approved dealers from the manufacturer or authorized dealers.	

NB: All copies that require certification to be certified by an Advocate and Commissioner of Oaths, High Court of Kenya

Bidders **MUST** comply with all mandatory requirements to be considered for the next stage (Technical evaluation).

AT THIS STAGE, THE TENDERER’S SUBMISSION WILL EITHER BE RESPONSIVE OR NON RESPONSIVE. THE NON RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE PROCEEDING TO THE TECHNICAL EVALUATION PROCESS

4 **Technical Requirements/Specifications:**

Bidders MUST respond to **ALL** the requirements on a clause by clause basis **stating clearly** how their solution meets the requirements. Responses to compliance to technical specifications in any other way other than **clause by clause** will be treated as **NON-RESPONSIVE**. Responses such as “complied”, “possible to do”, “✓”, “meets” will be considered as **NON-RESPONSIVE and will not be awarded any scores**.

5.2 **TECHNICAL EVALUATION.**

5.2.1 **Technical Evaluation Criteria**

The technical evaluation shall be conducted in two (2) phases as follows: Compliance to Technical Specifications and Vendor Evaluation.

5.2.2 **Compliance to Technical Specifications**

Bidders MUST respond to **ALL** the requirements on a clause by clause basis **stating clearly** how their solution meets the requirements. Responses to compliance to technical specifications in any other way other than **clause by clause** will be treated as **NON-RESPONSIVE**. Responses such as “complied”, “possible to do”, “✓”, “meets” will be considered as **NON-RESPONSIVE and will not be awarded any scores**.

TECHNICAL SPECIFICATIONS/REQUIREMENTS

A Lot One (1)

1. PC/DESKTOPS. QUANTITY FIVE (5)

S/N	FEATURE	SPECIFICATIONS	MAXIMUM SCORE	BIDDERS RESPONSE
1.	Type/Model	All in one, X64 Based PC	10	
2.	Processor	11 th Gen Intel Core I i7 – 1165G7 12M Cache, up to 4.70 GHz, with IPU)	5	
3.	Processor Speed	Not below 3.5GHz with 12 Cores	10	
4.	RAM	Ram 32GB (16x2) or (8x4) 2666MHz DDR4	5	
5.	Storage/ROM	Primary 512GB SSD & Secondary 1TB	10	
6.	Operating system	Genuine Windows 10/11 Pro 64Bit pre-installed, active, and verifiable.	5	
7.	Application System	Genuine Microsoft Office 19 64-bit, installed, activated and verifiable	5	
8.	Security Application	Kaspersky Total Security. Each PC one user plus one (1) free activation key. (5, year 2022 one user plus one free Kaspersky total security keys, each in its manufacturer market package standard). Typed activation or one key for two machines or any other type rather than Kaspersky total security will not be accepted.)	10	
9.	Display unit	27Inch Full HD (1080p) 1920 x 1080 at 60 Hz & touch screen.	5	
10.	Ports	USB-A ports 3.0, USB-C, HDMI, DP, RJ -45, Audio Jack Port	5	
11.	Multimedia	External Audio Speakers, Wired Keyboard Numeric and with US/UK QWERTY and labels/markings, Mouse Wired and Optical	5	
12.	Connectivity	Inbuilt Wireless capability	5	
13.	Connectivity	Inbuilt Wireless capability	5	
14.	Video Card	Integrated Intel® HD Graphics	5	
15.	Power Back up	APC Smart-ups C 1500	5	
16.	Power cords	1.5 M C5 to 14 power/flower cords/cable or 1.5 M C13 to C14 Power Cable / Cord	5	
		Total maximum score	100	

B Lot Two (2)

2. LAPTOPS QUANTITY FIVE (5)

Option One (1) Quantity Three (3)

O	FEATURE	SPECIFICATIONS	SCORE	BIDDERS RESPONSE
1.	Processor	Intel Core i7 9 th /10 th Gen (Quad Core), 6MB cache with speed 3.0 - 4.7GHz.	15	
2.	RAM	RAM 16GB DDR4-3000	10	
3.	Storage	1TB SSD SATA/PCIe	10	
4.	Operating systems	Windows 10 Pro 64Bit Installed, activated, License/key verifiable from Microsoft, Disk/DVD with set up. OR Mac OS 10.14 - 11	10	
5.	Application System	Microsoft Office 2019 x64: (i) Installed, activated (ii) License/key verifiable from Microsoft (iii) Disk/DVD with set up.	10	
6.	Security Application	Reputable Pre-installed, activated system protection program or set up and key for each laptop to last at least One year	5	
7.	Screen	Touch capability and 13.3 inches convertible display	5	
8.	Battery	Life: mixed usage over 6hours	5	
9.	Camera	Wide Vision HD Camera	5	
10.	Ports	HDMI, USB above 3.0, RJ45 NIC VGA, Microphone/Headphone and Power ports.	5	
11.	Connectivity	Wifi and Bluetooth capability	5	
12.	Video Graphics	HD graphics Integrated	5	
13.	Other Requirements	Backlit Keyboard, <u>Must include:</u> Laptop Carrying Bag	5	
14.	Warranty	At least one-year warranty on parts, service and labor	5	
TOTAL			110	

B Option Two (2)**Laptop Model Quantity Two (2)**

NO	FEATURE	SPECIFICATIONS	SCORE	BIDDERS RESPONSE
1.	Processor Power	At least 8 core CPU 7 core GPU	15	
2.	RAM	At least RAM 8GB	10	
3.	Storage	At least 512GB SSD	10	
4.	Operating systems	MacOs version 13.6.2 and above.	10	
5.	Application System	Microsoft Office 2019 x64: (i) Installed, activated (ii) License/key verifiable from Microsoft (iii) Disk/DVD with set up.	10	
6.	Security Application	Reputable Pre-installed, activated system protection program or set up and key for each laptop to last at least One year	5	
7.	Screen	Touch capability and 13.6 inches convertible display	5	
8.	Battery	Life: mixed usage over 15hours	5	
9.	Camera	Wide Vision HD Camera	5	
10.	Ports	HDMI, USB above 3.0, RJ45 NIC, VGA, Microphone/Headphone and Power ports.	5	
11.	Connectivity	Wifi and Bluetooth capability	5	
12.	Video Graphics	HD graphics Integrated	5	
13.	Other Requirements	Backlit Keyboard, <u>Must include:</u> Laptop Carrying Back pack	5	
14.	Warranty	At least one-year warranty on replacing parts, service and labor	5	
TOTAL			100	

C Lot Three (3)

3. PRINTERS QUANTITY THREEE (3).

S/N	FEATURE	SPECIFICATIONS	MAXIMUM SCORE	BIDDERS RESPONSE
1.	Function	Print	2	
2.	Print speed black (ISO, A4)	Up to 38 ppm ¹	2	
3.	Print Speed Color (ISO)	Up to 38 ppm ¹	2	
4.	First page out black (letter, ready)	² (Measured using ISO/IEC 17629.	2	
5.	First page out black (A4, ready)	As fast as 6 sec ² (Measured using ISO/IEC 17629.)	2	
6.	First page out color (letter, ready)	² (Measured using ISO/IEC 17629.)	2	
7.	First page out color (A4, ready)	As fast as 7 sec ²	2	
8.	Duplex printing	Automatic (driver support provided)	2	
9.	Duty cycle (monthly, letter)	Up to 80,000 pages ³	2	
10.	Duty cycle (monthly, A4)	Up to 80,000 pages ³	2	
11.	Monthly page volume	2,000 to 7,500 pages ⁴	2	
12.	Print quality black (best)	Up to 1200 x 1200 dpi, ImageREt 3600 (best)	2	
13.	Print quality color (best)	Up to 1200 x 1200 dpi, ImageREt 3600 (best)	2	
14.	Print languages	PCL 6, PCL 5c, postscript level 3 emulation, native PDF printing (v1.7)	2	
15.	Print technology	Laser	2	
16.	Connectivity, standard	Hi-Speed USB 2.0 port; Built-in Fast Ethernet 10/100/1000Base-TX network port	2	
17.	Connectivity,	Jetdirect 3000w NFC/Wireless Accessory J8030A (late availability), Jetdirect 2900nw Print Server J8031A (late availability)	2	
18.	Mobile printing capability	ePrint; Apple AirPrint™; Mopria™-certified ⁵	2	
19.	Network ready	Standard (built-in Gigabit Ethernet)	2	
20.	Network capabilities	Yes, via Jetdirect Ethernet embedded print server (standard) supports: 10Base-T, 100Base-Tx, 1000Base-T; 802.3az (EEE) support on Fast Ethernet and Gigabit Ethernet; IPsec (standard)	2	
21.	Wireless capability	Optional, enabled with purchase of a hardware accessory	2	
22.	Minimum System Requirements for Macintosh	Mac OS X 10.7 Lion, OS X 10.8 Mountain Lion, OS X 10.9 Mavericks, OS X 10.10 Yosemite; Internet; USB; 1 GB available hard disk space	2	

S/N	FEATURE	SPECIFICATIONS	MAXIMUM SCORE	BIDDERS RESPONSE
23.	Minimum System Requirements	Windows 10 all 32-bit and 64-bit editions (excluding RT OS for tablets), Windows 8/8.1 all 32-bit and 64-bit editions (excluding RT OS for tablets), Windows 7 all 32-bit and 64-bit editions, Windows Vista all 32-bit editions (Home Basic, Premium, Professional, etc.); Windows OS compatible with Universal Print Driver: Windows 10 all 32-bit and 64-bit editions (excluding RT OS for tablets), Windows 8/8.1 all 32-bit and 64-bit editions (excluding RT OS for tablets), Windows 7 all 32-bit and 64-bit editions, Windows Vista all 32-bit and 64-bit editions (Home Basic, Premium, Professional, etc.); Mobile OS (In-OS drivers): iOS, Android, Windows 8/8.1/10, RT; Linux OS (In-OS LIP): SUSE Linux (12.2, 12.3, 13.1), Fedora (17, 18, 19, 20), Linux Mint (13, 14, 15, 16, 17), Boss (3.0, 5.0), Ubuntu (10.04, 11.10, 12.04, 12.10, 13.04, 13.10, 14.04, 14.10), Debian (6.0.x, 7.x); Other OS: UNIX; CD-ROM, DVD drive or Internet connection; Dedicated USB, network connection or wireless connection; 200 MB available hard disk space	2	
24.	Display	4-line LCD (color graphics) with 10-key pad	2	
25.	Processor speed	1.5 – 3.0 GHz	2	
26.	Maximum Memory	8 GB	2	
27.	Memory	8 GB	2	
28.	Memory card compatibility	YES and 8GB Memory card installed		
29.	Internal Storage	8 GB non-volatile storage, firmware encryption (AES 128 or AES 256) of customer/job data; Secure Cryptographic Erase – Job Data, Secure Erase – Disk	2	
30.	Compatible Operating Systems	Windows OS compatible with In-Box Driver: Windows 10 all 32-bit and 64-bit editions (excluding RT OS for tablets), Windows 8/8.1 all 32-bit and 64-bit editions (excluding RT OS for tablets), Windows 7 all 32-bit and 64-bit editions, Windows Vista all 32-bit editions (Home Basic, Premium, Professional, etc.); Windows OS compatible with Universal Print Driver: Windows 10 all 32-bit and 64-bit editions (excluding RT OS for Tablets), Windows 8/8.1 all 32-bit and 64-bit editions (excluding RT OS for Tablets), Windows 7 all 32-bit and 64-bit editions, Windows Vista all 32-bit and 64-bit editions (Home Basic, Premium, Professional, etc.); Mac OS (print drivers available from site.com and Apple Store): 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 (In-OS): SUSE Linux (12.2, 12.3, 13.1), Fedora	2	

S/N	FEATURE	SPECIFICATIONS	MAXIMUM SCORE	BIDDERS RESPONSE
		(17, 18, 19, 20), Linux Mint (13, 14, 15, 16, 17), Boss (3.0, 5.0), Ubuntu (10.04, 11.10, 12.04, 12.10, 13.04, 13.10, 14.04, 14.10), Debian (6.0.x, 7.x); Other OS: UNIX ⁶ (Not all compatible Operating Systems are supported with In-Box software. Full solution software available only for Windows 7 and newer. Legacy Windows Operating Systems (XP, Vista and equivalent servers) get print and scan drivers only. Windows RT OS for tablets (32-bit and 64-bit) uses a simplified print driver built into the RT OS.		
31.	Trays	3 minimum	3	
32.	Paper handling input, standard	100-sheet multipurpose tray, 550-sheet input tray 2	2	
33.	Paper handling input, optional	550-sheet media input tray 3, 550-sheet media input tray 4, 550-sheet media input tray 5	2	
34.	Finished output handling	Sheetfed	2	
35.	Media types	Paper (plain, light, bond, recycled, mid-weight, heavy, mid-weight glossy, heavy glossy, extra heavy, extra heavy glossy, cardstock, card glossy), color transparency, labels, letterhead, envelope, preprinted, pre-punched, colored, rough, opaque film, user-defined	2	
36.	Media sizes supported	Tray 1: A4, RA4, A5, B5 (JIS), B6 (JIS), 10 x 15 cm, A6, envelopes (B5, C5 ISO, C6, DL ISO); Custom: 76 x 127 to 216 x 356 mm; Tray 2: A4, A5, B5 (JIS), B6 (JIS), 10 x 15 cm, A6; Custom: 102 x 148 to 216 x 297 mm; Optional Trays 3+: A4, RA4, A5, B5 (JIS); Custom: 102 x 148 to 216 x 356 mm. Tray 3: A4, RA4, A5, B5 (JIS), B6 (JIS), 10 x 15 cm, A6, envelopes (B5, C5 ISO, C6, DL ISO); Custom: 76 x 127 to 216 x 356 mm	2	
37.	Media sizes, custom	Tray 1: 76 x 127 to 216 x 356 mm; Tray 2: 102 x 148 to 216 x 297 mm; Optional Trays 3+: 102 x 148 to 216 x 356 mm Power consumption 617 watts (active printing), 33.7 watts (ready), 3.95 watts (sleep), 1 watt (auto-off/wake on LAN), 0.1 watts (auto-off/manual on), 0.1 watts (off) ⁷ (Power requirements are based on the country/region where the printer is sold. Do not convert operating voltages. This will damage the printer and void the product warranty. Power consumption in Auto-Off mode depends on customer network switch capability, user configuration and network activity. Off-mode power may vary while checking network packets for print jobs.)	2	
38.	Power	Input voltage: 200 to 240 VAC, 50 Hz	2	

S/N	FEATURE	SPECIFICATIONS	MAXIMUM SCORE	BIDDERS RESPONSE
39.	Blue Angel compliant	No; Please refer to the ECI document	2	
40.	Typical electricity consumption (TEC) number	1.98 kWh/Week (Energy Star), 1.86 kWh/Week (Blue Angel)	2	
41.	Energy savings feature technology	Auto-On/Auto-Off Technology; Instant-on Technology	2	
42.	Ecolabels	CECP	2	
43.	Energy star certified	No	2	
44.	Safety	IEC 60950-1:2005 +A1:2009 +A2:2013, EN 60950-1:2006 +A1:2010 +A11:2009 +A12:2011 +A2:2013, EN 60825-1:2007 / IEC 60825-1:2007 (Class 1 Laser Product), EN 62479:2010 / IEC 62479:2010	2	
45.	Security management	Management security: SNMPv3, SSL/TLS, WPA2-Enterprise, 802.1X authentication (EAP-PEAP, EAP-TLS), IPP over TLS, IPsec/Firewall with Certificate, Pre-Shared Key authentication and Kerberos authentication; Support for WJA-10 IPsec configuration using IPsec Plug-in; Access port for Kensington-style lock	2	
46.	Minimum dimensions (W x D x H)	458 x 479 x 399 mm ⁸ (² Without trays extended)	2	
47.	Maximum dimensions (W x D x H)	699 x 479 x 399 mm ⁸ (² Without trays extended)	2	
48.	Weight	27 kg (With printer cartridges)	2	
49.	Manufacturer Warranty	One-year, onsite warranty.	2	
		Total Maximum Score	100	

D Lot Four (4)

4. SCANNERS QUANTITY TWO (2)

S/N	FEATURE	SPECIFICATIONS	MAXIMUM SCORE
1.	Function	Scan	2
2.	Type	Flatbed, ADF	3
3.	Digital sending standard	Scan to pc, network and external media (USB and Flash Disk)	2
4.	Scan resolution, optical	Up to 600 dpi color and monochrome, ADF); Up to 1200 dpi color and monochrome, flatbed)	2
5.	Scan resolution, hardware	Up to 600 x 600 dpi (colour and monochrome, ADF); Up to 1200 x 1200 dpi (colour and monochrome, flatbed)	2
6.	Scan resolution, hardware	Up to 600 x 600 dpi (colour and monochrome, ADF); Up to 1200 x 1200 dpi (colour and monochrome, flatbed)	2
7.	Duty cycle (daily)	Up to 1,500 pages (ADF)	2
8.	Bit depth	24-bits external 48-bits internal	2
9.	Media types	Paper (banner, inkjet, photo, plain), envelopes, labels, cards (greeting, index)	2
10.	Media weights, supported ADF	60 to 105 g/m ²	2
11.	Scanner advanced features	Auto exposure; Auto threshold; Auto detect colour; Background smooth/removal; Auto detect size; Straighten content; Enhance content; Auto orient; Multi-colour dropout; Edge erase; Delete blank page; Merge pages; Hole fill; Document separation (single page)	2
12.	Compatible Operating Systems	Windows 10, 8/8.1, 7; Mac OS X v10.9 (Mavericks), OS X v10.10 (Yosemite), Mac IOS	2
13.	Mac compatible	Yes	2
14.	Minimum System Requirements for Macintosh	Mac OS X v10.9 (Mavericks), OS X v10.10 (Yosemite), 1 GB available hard disk space, Internet access	2
15.	Minimum System Requirements	Windows 7 or higher, 2 GHz processor, 2 GB RAM, 170 MB available hard disk space (driver-only install), USB 2.0, 1024 x 768 SVGA monitor	2
16.	Twain version	TWAIN Certified. Version 2.1	2
17.	Processor speed	120 MHz	2
18.	Memory	4GB	3
19.	Software included	Scanner Device Driver, WIA Scan Driver, TWAIN Scan Driver (Certified), Scanner Tools Utility, Event (Button) Handler, Windows Installer, I.R.I.S. Readiris Pro, I.R.I.S. Cardiris, SDK (software Development Kit), LPDF (file with link to download software), No Mac Software on CD.	2
20.	Connectivity, standard	USB 3.0 or 2.0	2
21.	Ports	Hi-Speed USB 2.0 or 3.0	2
22.	Power	Input Voltage: 90 to 264 VAC, 50/60 Hz	2
23.	Power supply type	External power adapter and	2
24.	Power consumption	4.73 watts (ready), 1.68 watts (sleep), 0.13 watts (auto-off), 0.14 watts (manual-off) ²	2
25.	Power cords	C5 to 14 power cords/flower cable and adapter	3
26.	Control panel	5 buttons (including Sleep/Power button); 7 LEDs (including Power, Error, Scan to which destination and Simplex/Duplex)	2
27.	Replaceable parts	Pick-up rollers; Pick-up pads, Must be included on delivery	3
28.	Security management	Power button to on/off device	2
29.	Operating humidity range	15 to 80% RH	2
30.	Recommended operating humidity range	15 to 80% RH (non-condensing)	2

S/N	FEATURE	SPECIFICATIONS	MAXIMUM SCORE
31.	Non-Operating Humidity Range	0 to 90% RH (non-condensing)	2
32.	Operating temperature range	10 to 35°C	2
33.	Recommended operating temperature range	10 to 35°C	2
34.	Storage temperature range	-40 to 60°C	2
35.	Acoustic power emissions (active, printing)	6.3 B(A)	2
36.	Minimum dimensions (W x D x H)	451 x 351 x122 mm	2
37.	Maximum dimensions (W x D x H)	451 x 351 x 122 mm	2
38.	Weight	4.3 kg	2
39.	Package dimensions (W x D x H)	548 x 194 x 465 mm	2
40.	Package weight	6.1 kg	2
41.	Ecolabels	ENERGY STAR® 3.0 certified	2
42.	Energy star certified	Yes	2
43.	Sustainable impact specifications	GSE standards	2
44.	Electromagnetic compatibility	Class B Emissions; CISPR 22:2008 (International); European Union EMC Directive 2004/108/EC, EN 55022:2010 (CE mark); EAC EMC Certificate; Ukraine EMC approval; EN 61000-3-2:2014 (harmonics); EN 61000-3-3:2013 (flicker); Immunity CISPR 24:2010, EN 50024:2010	2
45.	Safety	IEC 60950-1:2005 +A1 and all applicable amendments; CSA/UL 60950-1, 2nd edition (2007); EN 60950-1:2006 +A11 +A1 +A12 +A2; EAC safety; European Union CE; Kenya PVOC ; Kuwait TER; Nigeria SON; Saudi Arabia SASO; South Africa NRCS; Ukraine safety approval	2
46.	Manufacturer Warranty	One-year limited hardware warranty, phone and Web support included.	2
		Total Maximum Score	100

NB: The tenderer **MUST** score at least **70%** minimum in **compliance technical specifications evaluation** for each lot tendered to be considered for the next evaluation phase, (**the vendor evaluation.**)

Attach brochures with clearly detailed technical specifications of the proposed item where applicable to respond to technical specifications.

5.2.3 Vendor Evaluation

The bidders should provide the following information enumerated in the below section.

S/N	DESCRIPTION	MAXIMUM SCORE	BIDDERS' RESPONSE
1	Provide three Reference of business engagements.	10	
2	Provide value of contracts (attach contracts and LPOs or LSOs)	10	

3	Attach Letters of Recommendation OR Completion Certificates for each site	10	
	Total Maximum Score	30	

NB: *The tenderer **MUST** score 20 marks in this phase.*

5.2.4 Combined Technical and Vendor Score

Bidders **MUST** be responsive in both compliance to Technical specifications evaluation and Vendor Evaluation with **75% aggregated score** to proceed to the next stage (***Financial Evaluation***).

E Lot Five (5)

BULK SMS

Detailed Tender Evaluation

Tenderers who meet the preliminary requirements shall proceed to the technical evaluation stage which shall be evaluated as:

- i) Technical evaluation
- ii) Firm capability evaluation

CRITERIA	REQUIREMENT	SCORE
Conformity to Technical Specifications	Technical requirements	66
Firm Capacity	General Experience of the firm	8
	Specific Experience of the firm	8
	Qualification and experience of the Technical Team / Staff	12
	Financial capability	6
Total Technical Evaluation		100

A. TECHNICAL REQUIREMENTS EVALUATION CRITERIA

S/NO	SPECIFICATION REQUIREMENTS	Score	Bidder to provide detailed response on each of the requirement and cross references the supporting document.
1.	The application must allow scheduling of messages. There must be configuration options to allow automatic rescheduling of messages that could not be sent in a working day.	2	
2.	The application must be able to support multiple data upload formats like CSV, excel, XML and via a Web UI.	2	
3.	The application must have the ability to create and manage groups. Further, it must be possible to send messages to selected groups with one API directly without having to enter the individual numbers again.	2	
4.	The application must support the creation of user defined message templates.	2	
5.	Application & MIS should open on popular browsers.	2	
6.	The Service Provider should be capable of 2 Criteria Requirement Sub- Criteria Score Conformity to Technical Specifications Technical requirements 66 Firm Capability General Experience of the firm 8 Specific Experience of the firm 8 Qualification and experience of the Technical Team / Staff 12 Financial capability 6 Total Technical Evaluation 100 Page 29 of 120 providing real time automatic delivery report / acknowledgement for last mile delivery (on the mobile handset of the customer/end user) of each SMS Alert along with status and time stamp.	2	

S/NO	SPECIFICATION REQUIREMENTS	Score	Bidder to provide detailed response on each of the requirement and cross references the supporting document.
7.	Check should be properly imposed to avoid duplicate / multiple SMS delivery to customers	2	
8.	The SMS must have security features to ensure confidentiality of sensitive customer data.	2	
9.	The SMS gateway should have capability to interface with proposed e-GP system using the standard interfaces.	2	
10.	The SMS gateway should be able to send SMS to respective mobile numbers of GSM, CDMA or any other network in Kenya and internationally, without any exception.	2	
11.	The solution offered should provide secure encrypted connection for delivery of outgoing SMS with guaranteed delivery	2	
12.	2-factor authentication via SMS services during the system login.	2	
13.	Service Provider to maintain the data with regard to SMS sent for at least 1 Year.	2	
14.	Provide MIS reports (Push SMS delivery reports). The SP has to demonstrate the feature of API ,GUI & MIS reports before commissioning of SMS Gateway.	2	
15.	The Service Provider will engage with other telecom service providers / carriers and be the single point of contact.	2	
16.	Define the technological setup of the SMS gateway application and provide details of parameters for scalability.	2	

S/NO	SPECIFICATION REQUIREMENTS	Score	Bidder to provide detailed response on each of the requirement and cross references the supporting document.
17.	The SMS gateway application should be able to send messages at different priority levels. In case the total number of messages to be sent exceeds the capacity promised, messages should be sent first as per higher priority and then following a FIFO rule. Other messages must be en-queued.	2	
18.	The Service Provider should have proper test infrastructure with capability of end to end testing of all integration with the e-GP system.	2	
19.	SMS Gateway should provide sent SMS Report; containing following fields: Mobile Number, Complete message Text, Message category, Bearer, Operator, Circle, Sender name / ID, Date /Time of SMS send to the operator, Date/ Time of SMS delivered to the end subscriber, Final Status of the SMS, Status Description. Attach a sample report	2	
20.	Offered Solution SMS throughput should be a minimum of 100 SMS/sec at any point of time.	2	
21.	The Service provider should have taken up all regulatory, licensing and other issues concerned with any Government of Kenya agencies	2	
22.	Provision of support services on 24/7 basis	2	
23.	Provision of training and training manuals, System Documentation	2	
24.	The SMS service should be able to support messages longer than 160 characters of length	2	

S/NO	SPECIFICATION REQUIREMENTS	Score	Bidder to provide detailed response on each of the requirement and cross references the supporting document.
25.	Templates-Develop pre-defined templates for faster SMS communication with the contacts which can be exported and contents viewed conspicuously on the server, last dates modified, and action taken like send SMS using the template, edit template and delete template.	2	
26.	The SMS service should provide a feature for delivery status notifications for each message sent.	2	
27.	Provision of a portal for sending bulk SMS	2	
28.	Provision of a portal for viewing of statistics and generation of reports	2	
29.	Provision of a portal to store and archive content of all sent SMS.	2	
30.	Number lookup functionality to check whether mobile numbers are valid, ported to another network or roaming at any point in time.	2	
31.	Logs feature for quick search through communication logs over any desired period by accounts, service type and filter by.	2	
32.	Audit features to track activities performed on the account.	2	
33.	Provide a draft Service Level Agreement 2 Page 31 of 120 (SLA) enforcement with regard to Uptime delivery of Push SMS Alerts and data security along with flexibility to generate MIS reports on daily / weekly / fortnightly / monthly / specified date range basis, among other factors.		

S/NO	SPECIFICATION REQUIREMENTS	Score	Bidder to provide detailed response on each of the requirement and cross references the supporting document.
TOTAL SCORE		66	

B. FIRM CAPABILITY EVALUTION CRITERIA

NO	DESCRIPTION OF CRITERIA	SCORE	REFERENCE IN BID DOCUMENT
A	Experience of the Tenderer, as a firm, relevant to the provision of IT systems:	16	
1.	<p>General Experience of the firm The firm must have implemented at least two (2) IT software projects within the last 4 years with a minimum contract value of Kes 5,000,000 each. – 2 marks for a list of 2 projects Must attach all documentary evidence i.e.</p> <ul style="list-style-type: none"> • Copies of contract – 2 marks • Completion certificates – 2 marks and • Recommendation letters from the client (s) – 2 marks for the projects referenced 	8	
2.	<p>Specific Experience of the firm The firm must have implemented at least two (2) provision of bulk sms projects within the last 4 years with a minimum contract value of Kes 5,000,000 each. – 2 marks for a list of 2 projects <i>(The projects listed here should not be part of those listed above).</i> Must attach all documentary evidence i.e.</p> <ul style="list-style-type: none"> • Copies of contract – 2 marks • completion certificates – 2 marks and • Recommendation letters from the client(s) – 2 marks for the projects referenced 	8	
B	Qualification and experience of the Technical Team / Staff (Form PER 2 – for each candidate	12	REFERENCE IN BID DOCUMENT
1.	Team Leader	4	
a)	At least 5 years’ experience of having implemented three (3) ICT projects of similar scope, magnitude and complexity, in the last 4 years.	2	
b)	A Bachelor’s degree in IT or related. (Information System, Computer Science, Computer Engineering, Software Engineering etc.) (attach certificate)	1	
c)	Professional Certification in System Administration, networking,	1	
2.	System Administrator (1 No.)	4	REFERENCE IN BID DOCUMENT
a)	A Bachelor’s Degree in IT or related (attach certificate)	1	
b)	Give reference of a minimum of two (2) IT projects in the last 3 years.	1	
c)	Professional Certification in system administration, networking,	2	

3.	System Administrator (2 No.)	4	
a)	A Bachelor's Degree in IT or related (attach certificate)	1	
b)	Give reference of a minimum of two (2) IT projects in the last 3 years	1	
c)	Professional Certification in system administration, networking,	2	
C	Financial capability	6	
1.	Financial Resources - Form FIN –1 Submission of audited Financial Statements for the last Three [3] years to demonstrate the current soundness of the Tenderers financial performance and its prospective long-term profitability. The Tenderer must demonstrate availability of liquid assets. a. Liquidity ratio (Current Assets / Current Liabilities). Liquidity ratio equal to 1.2 – 2.0 <i>For Joint Ventures a simple average will apply</i>	2	
2.	Average Annual Turnover (FORM 14 – FIN - 2) Turnover shall be greater or equal to Kshs. 2.0 million or per year for the last Three (3) years	2	
3.	Financial Resources (FORM F3) Attach evidence of lines of credit line i.e. financial institution or proposed solution distributor, of a minimum of Ksh 2.0 Million	2	

NOTE: Only bidders who score 75% and above will be subjected to Financial Evaluation. Those who score below 75% will be eliminated at this stage from the entire evaluation process and will not be considered further for Financial Evaluation.

5.3 Financial Evaluation:

The lowest evaluated bidder in this stage will be considered for award in each lot or lots or specific item in lot with several items group.

SECTION VI - STANDARD FORMS

Notes on the standard 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. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
3. **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.
4. **Confidential Business Questionnaire Form**-This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.
6. **Performance security Form** - The performance security form should not be completed by the tenderer 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

FORM OF TENDER

To:
Name and address of procuring entity

Date _____
Tender _____ No.
Tender Name _____

Gentlemen and/or Ladies;

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply laptops and desktops under this tender in conformity with the said Tender document for the sum of

Lot (1).....
.....[Total Tender amount in words and figures]

Lot (2).....
.....[Total Tender amount in words and figures]

Lot(3).....
.....[Total Tender amount in words and figures]

Lot (4).....
.....[Total Tender amount in words and figures]

Lot (5).....
.....[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 supply desktops computers, laptops, printers, scanners, and bulk SMS system in accordance with the conditions of the tender.

3. 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.

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

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

Dated this _____ day _____ of 2022

[Signature] [In the capacity of]

Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULES FORM

Lot One (1) All in One Desktops PCs

DESCRIPTION OF GOODS (BRAND & MODEL)	UNIT PRICE	UNIT QUANTITY	TOTAL PRICE (KSHS.)
Total Lot 1			

Lot Two (2) Laptops

Option 1.

DESCRIPTION OF GOODS (BRAND & MODEL)	UNIT PRICE	UNIT QUANTITY	TOTAL PRICE (KSHS.)
Total Lot 2 Option 1			

Option 2

DESCRIPTION OF GOODS (BRAND & MODEL)	UNIT PRICE	UNIT QUANTITY	TOTAL PRICE (KSHS.)
Total Lot 2 Option 2			

Lot Three (3) Printers

DESCRIPTION OF GOODS (BRAND & MODEL)	UNIT PRICE	UNIT QUANTITY	TOTAL PRICE (KSHS.)
Total Lot 3			

Lot Four (4) Scanners.

DESCRIPTION OF GOODS (BRAND & MODEL)	UNIT PRICE	UNIT QUANTITY	TOTAL PRICE (KSHS.)
Total Lot 4			

Lot Five (5) Bulk SMS System

DESCRIPTION OF GOODS (BRAND & MODEL)	UNIT PRICE	UNIT QUANTITY	TOTAL PRICE (KSHS.)
Total Lot 5			

CONTRACT FORM

THIS AGREEMENT made the.....day of.....2022 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 the supply of laptops and desktops and has accepted a
tender by the tenderer in the sum of _____
_____ [contract price in words in figures] (hereinafter called “the
Contract Price”).

NOW THIS AGREEMENT WITNESSTH 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 Details of cover
 - (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 supply laptops and desktops 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 services 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 particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) Which ever applies to your type of business

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

Part _____ General:

Business Name

Location of business premises Plot No.
Street/Road

Postal AddressPostal Code.....Locality/City/Town.....

Tel. No.FaxEmail.....

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 fullAge

Nationality Country of origin.....

Citizenship details.....

Party 2(b) – Partnership

Give details of partners as follows

	Name Nationality	Citizenship Details	Shares
1
2
3
4
5

Part 2(c) – Registered Company:

Private or public

State the nominal and issued capital of the company –

Nominal Kshs..

Issued Kshs.....

Give details of all directors as follows

	Name Nationality	Citizenship Details	Shares
1.
2.
3.
4.
5.

Date..... Signature of Tenderer

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

TENDER SECURITY FORM

Whereas *[name of Bidder]* (hereinafter called <the tenderer> has submitted its bid dated *[date of submission of bid]* for the supply of laptops and desktops (hereinafter called <the tender>

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[name of procuring entity]* (hereinafter called <the procuring entity> in the sum of *[state the amount]* 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 t h e 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 procuring entity on the Form; or
- 2 If the tender, 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 tenders.

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 conditions, specifying the occurred condition(s)

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 stated date.

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

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 _____ of _____ 2022 to supply
.....
.....*[description of 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 a 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 of money 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. _____ 2022

Signature and seal of the Guarantors

[Name of Bank of Financial Institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

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

FORM RB 1
REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....2022

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....2022.

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
- 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...2022

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED

Board Secretary