

**REPUBLIC OF KENYA**



BARINGO COUNTY GOVERNMENT

Tender Document

For

**TENDER NO. BRCG/TNR/T&EP/284/2017/2018**

**TENDER NAME: – SUPPLY OF ICT  
EQUIPMENT**

**FINANCIAL YEAR 2017/2018**

BARINGO COUNTY GOVERNMENT

P. O. Box 53 - 30400

KABARNET

Tel: +254-53-221-15

**CLOSING DATE: THURSDAY, 22<sup>nd</sup> March, 2018**

**TIME: 12.00 NOON (EAST AFRICAN TIME)**

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**SECTION I INVITATION TO TENDER**

**DATE: 16<sup>th</sup> March, 2018**

**TENDER REF NO: BRCG/TNR/284/2017-2018**

**TENDER NAME: SUPPLY OF ICT ITEMS**

- A) I hereby wish to inform you that you have been shortlisted from the Register of Prequalified Suppliers (for the Youth, Women & Persons with Disabilities) for the Supply of the ICT Items to tender for the above project. Hence, you are required to submit a tender for the supply of the items specified herein.
- B) A complete set of tender documents shall be obtained from the Supply Chain Management Unit (at the Office of the Governor) upon payment of non-refundable fees of **Kshs. 1,000/= (Kenya Shillings One Thousand Only)** in cash or Bankers cheque payable to **The County Government of Baringo.**

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- C) Tenderers shall be required to furnish the procuring Entity with the following information as a minimum criterion for submission of a bid for the supply of the Items, supported by the relevant documents: -
- (1.) Sound financial standing and / or adequate access to bank credit line (candidates shall be required to furnish the procuring entity with a recommendation letter from a financial institution)
  - (2.) Litigation History of the Company (both court and arbitration cases, if any).
  - (3.) Tender Form and Confidential Business Questionnaire dully filled and signed by an authorized person (Proof of power of attorney is mandatory).
  - (4.) Proof of Registration as a Supplier of the ICT Items or any relevant related field with the Attorney General Chambers and Trading License with the relevant authority.
  - (5.) PIN, VAT and Tax Compliance Certificates.
  - (6.) Evidence of the supply of Goods and Services to the Government Institutions for the past three (3) years, if any;
  - (7.) A copy of CR12; and
  - (8.) The tenderers (applicants) shall be required to prepare and submit a **TECHNICAL DATA SHEET FORM in the format provided in the technical specifications (Section V) (and submit a DVD)** for each item quoted showing how the item meets the requirements outlined in this Tender Document. **Failure to Submit this Important Document to the Procuring Entity will Lead to Disqualification.**
- D) Tender / Bid Security not applicable
- E) A successful Tenderer (Candidate) upon award of contract shall be required to furnish the Procuring Entity with a Performance Guarantee (Security) of **5% (Five Percent) of the Contract Sum (in manner provided in No. D above)** before signing the Contract Agreement and its performance thereof.
- F) Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for **One Hundred and Twenty (120) days** from the closing date of the tender.
- G) Clarifications (if any) on the item Specifications may be directed to the ICT Manager.
- H) Completed tender documents (Original and Copy) are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the **Tender Box at the Ground Floor of the Office of the Governor, Baringo County Government (along Hospital Road)** or be addressed to **The Office of the Governor, Baringo County Government, P. O. Box 53 - 30400, Kabarnet** so as to be received on or before **Thursday 22<sup>nd</sup> March, 2018 12.00 noon (East African Time)**.
- I)Tenders will be opened publicly immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **Baringo County Government Offices (along Hospital Road), Kabarnet.**

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- J) The County Government reserves the right to reject any tender and does not bind itself to accept the lowest or any tender.
- K) Please confirm receipt of this letter immediately in writing by mail, email, cable/facsimile or telex.

Yours faithfully,

**CHIEF OFFICER TREASURY**

**SECTION II - INSTRUCTIONS TO TENDERERS**

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**SECTION II - INSTRUCTIONS TO TENDERERS 2.1 Eligible Tenderers**

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.

2.1.2 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

**2.2 Eligible Goods**

2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.

2.2.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components

2.2.3 The origin of goods is distinct from the nationality of the tenderer.

**2.3 Cost of Tendering**

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

2.3.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=

2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

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**2.4. The Tender Document**

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

1 Invitation to Tender

2 Instructions to tenderers

3 General Conditions of Contract

4 Special Conditions of Contract

5 Schedule of requirements

6 Technical Specifications

7 Tender Form and Price Schedules

8 Tender Security Form

9 Contract Form

10 Performance Security Form

11 Bank Guarantee for Advance Payment Form

12 Manufacturer's Authorization Form

13 Confidential Business Questionnaire

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

**2.5 Clarification of Documents**

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

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

**2.6 Amendment of Documents**

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

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

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

## **2.7 Language of Tender**

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

## **2.8 Documents Comprising of Tender**

2.8.1 The tender prepared by the tenderers shall comprise the following components

- 1) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- 2) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- 3) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- 4) tender security furnished in accordance with paragraph 2.14

## **2.9 Tender Forms**

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

## **2.10 Tender Prices**

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

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

## **2.11 Tender Currencies**

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

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**2.12 Tenderers Eligibility and Qualifications**

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

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

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

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

**2.13 Goods Eligibility and Conformity to Tender Documents**

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

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

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

1. a detailed description of the essential technical and performance characteristic of the goods;
2. a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
3. a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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



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entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

**2.14 Tender Security**

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

- 1) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or in the case of a successful tenderer, if the tenderer fails to sign the contract in accordance with paragraph 2.27  
or
- 2) to furnish performance security in accordance with paragraph 2.28

**2.15 Validity of Tenders**

2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.

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

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**2.16 Format and Signing of Tender**

2.16.1 The Procuring entity shall prepare two copies of the tender, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.

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

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

**2.17 Sealing and Marking of Tenders**

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender:
- (b) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” **(as per Tender notice)**

2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

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

**2.18 Deadline for Submission of Tenders**

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **(as per Tender notice)**

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

**2.19 Modification and Withdrawal of Tenders**

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

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

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

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

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

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

## **2.20 Opening of Tenders**

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **(as per Tender notice)** and in the location specified in the Invitation to Tender.

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

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

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

## **2.21 Clarification of Tenders**

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

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

## **2.22 Preliminary Examination**

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

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

**2.23 Conversion to Single Currency**

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

**2.24 Evaluation and Comparison of Tenders**

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

**2.25 Preference**

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

**2.26 Contacting the Procuring entity**

- 2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

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

**2.27 Award of Contract**

**(a) Post-qualification**

2.27.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

**(b) Award Criteria**

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

**(c) Procuring entity's Right to Vary quantities**

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

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

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

**2.28 Notification of Award**

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

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

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2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

**2.29 Signing of Contract**

2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

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

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

**2.30 Performance Security**

2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

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

**2.31 Corrupt or Fraudulent Practices**

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

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
2. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial noncompetitive levels and to deprive the Procuring entity of the benefits of free and open competition;

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

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

BARINGO COUNTY GOVERNMENT; BRCG/TNR/284/2017/2018: SUPPLY OF ICT EQUIPMENT

BARINGO COUNTY GOVERNMENT; BRCG/TNR/284/2017/2018: SUPPLY OF ICT  
EQUIPMENT

**APPENDIX TO INSTRUCTIONS TO TENDERERS**

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

INSTRUCTIONS TENDERERS REFERENCE	T O (IT T)	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT-2.1.1		1. The name of the client is: - <b>Baringo County Government.</b> 2. The eligible firms are those capable of <b>supplying ICT Equipment</b> as provided in the Price Schedule-Section (VI). 3. Location/Delivery Point(s): - <b>Baringo County Government Offices (along Hospital Road, Kabarnet).</b>
ITT-2.3.2		The cost of the tender documents is <b>Kshs.1,000/=</b> per set of Tender Document.
ITT-2.4.1		In this Tender, sub-clause (xi) on Bank Guarantee for Advance Payment is <b>not applicable.</b>
ITT-2.10.1		Quantity to determine total tender price: - <b>As and When Required</b> basis.
ITT-2.10.4/2.15.1		Tender validity period: - <b>120</b> days from the date of Tender opening.
ITT-2.11.1		Prices quoted shall be in <b>Kenya Shillings.</b>
ITT-2.14.1		<b>Bid Security not applicable</b>
ITT-2.16.1/2.17.1		Submit Tender documents in <b>Original in the recommended format.</b>
ITT-2.17.2/2.18.1		<b>Submission deadline-</b> : Not later than <b>Tuesday 03<sup>th</sup> April 2018, 12.00noon</b> and be deposited in the <b>Tender Box situated at the Supply Chain offices AFC building, Baringo County Government</b>
ITT-2.20.1		Opening of Tenders: <b>Thursday 22<sup>nd</sup> March, 2018 12.00 noon</b>

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**SECTION III: GENERAL CONDITIONS OF CONTRACT**

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

#### **(a) Definitions**

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

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

**(b) Application**

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

**(c) Country of Origin**

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

**(d) Standards**

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

**(e) Use of Contract Documents and Information**

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

**(f) Patent Rights**

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

**(g) Performance Security**

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

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

**(h) Inspection and Tests**

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

**(i) Packing**

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

**(j) Delivery and Documents**

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

**(k) Insurance**

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

**(l) Payment**

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

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

**(m) Prices**

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

**(n) Assignment**

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

**(o) Subcontracts**

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

**(p) Termination for default**

1. The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part
  - a. if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
  - b. if the tenderer fails to perform any other obligation(s) under the Contract
  - c. if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
2. In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

**(q) Liquidated Damages**

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

**(r) Resolution of Disputes**

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

**(s) Language and Law**

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

**(t) Force Majeure**

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

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

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

- (a) The participating tenderer is expected to furnish the Procuring Entity with the following documents / information **pursuant to clause 2.12 of the Instructions to Tenderers**: -
1. The tenderer **MUST** provide documentary proof (Copy to be attached) that he / she is in possession of the following credentials: -
    - (1.i) A Certificate of Incorporation and/or Certificate of Registration of Business Name.
    - (1.ii) PIN Certificate.
    - (1.iii) VAT Certificate.
    - (1.iv) Valid Tax Compliance Certificate.
    - (1.v) Valid Trade Licenses (where applicable).
  2. Reliable communication services e.g. fixed line(s) telephone numbers, faxes, Postal addresses, e-mails, websites and mobile phone(s).
  3. Physical address (location of premises, Street, name of Building and office Number).
  4. Evidence of past performance – copies of local purchase orders (LPOs) from established organizations to be attached, if any.
  5. Samples / brochures (2No.) **MUST** be submitted for each item offered and duly **MARKED**.
- (b) The tenderers (applicants) shall be required to prepare and submit **a Technical Data Sheet Form as in the Format Provided in the Technical Specifications (Section V)** for each item quoted showing how it has met the requirements outlined in this Tender Document. **Failure to submit this important document to the procuring the entity will lead to disqualification.**
- (c) **Physical evaluation**
- Firms considered responsive after the document evaluation will be visited physically by an appointed team of officers to assess the tenderer based on the criteria indicated below.
- (i) Line of business to stock / supply – existence of business premises.
  - (ii) Evidence of capacity to supply. The evidence to be in form of contracts with established institutions, LPOs and daily sales records.

- (iii) Availability of transport assets – evidence in form of copies of appropriate vehicle log books in the names of the tenderer to be provided.
- (d) **Form of Tender and confidential business questionnaire MUST be dully filled by the applicant / an authorized representative and signed & stamped or embossed with company seal.**
- (e) Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for **One Hundred and Twenty (120) days** from the date of tender closing.
- (f) **Tenderers shall be required to provide evidence of financial stability. These should be in form of Audited Financial Statements and / or Bank Statements.** Failure to submit the evidence may render the tender non-responsive.
- (g) Tenderers shall be required to submit their offers in a set of two copies each one marked “ORIGINAL OFFER” and the other “COPY OF OFFER”. The original and copy shall be sealed in separate envelopes duly marked as “ORIGINAL” and “COPY”. The envelopes shall then be sealed in one plain unmarked outer envelope bearing only the tender number **pursuant to clause 2.16 of the Instructions to Tenderers.**
- (h) **Delivery**  
Delivery shall be on “as and when required” basis to Departments & Public Institutions in Baringo County (**See clause 3.10. of the General Conditions of Contract**).
- (i) **Payment**  
Payment shall be made directly to the contractor on receipt of goods ordered, which in any case shall be within 30 days of receipt. (**See clause 3.12 of the General Conditions of Contract**)
- (j) Goods supplied against the contract proceeding from this procurement shall be fully insured against loss, damage incidental to manufacture or acquisition, transportation, storage and delivery to the tune of 110% of the contract value and the procuring entity will not be liable for any damage or loss prior to delivery (**See clause 3.11 of the General Conditions of Contract**).
- (k) Prices quoted **SHALL BE IN KENYA SHILLINGS** and should include all costs of shipment and handling until the goods are actually received at the respective Procuring Entity’s premises.
- (l) A market Survey will be undertaken by the procuring entity to ascertain the veracity of prices quoted for items recommended for award against the prevailing competitive market prices.
- (m) **Tenderers are required to ensure that all pages of their tender documents are properly serialized and stamped / signed and the document should be Properly bound. Loose tender documents will be declared non responsive.**
- (n) Blacklisted, debarred and suspended firms are not eligible for this procurement.
- (o) A copy of the official receipt issued by the procuring entity for the purchase of the tender documents must be attached as proof of Tender purchase.

(p) Tenderers are advised to quote their bid prices in the original price schedule provided in this tender document. Introduction of a price schedule different from the one provided in this document in section (v) will lead to disqualification.

(q) Tenderers, who do not qualify for contract award and may wish to collect their samples, shall do so within a period of thirty (30) days of Tender Notification.

(r) Special conditions of contract as relates to the GCC: -

<b>REFERENCE OF GCC</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
3.10.1 Delivery of goods	The delivery period for the goods shall <b>be within a period of 30 days on placing an LPO or as specified.</b>
3.12.1 Terms of payment	Payment shall be made <b>within a period of 30 days</b> after full delivery of goods as prescribed in the LPO.
3.13.1 Prices	The prices offered shall be fixed for the period stated in the Tender Invitation.
3.13.1 Market Survey	Award of contract will be subject to a market survey to ascertain the veracity of bid prices.



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**SECTION V - TECHNICAL SPECIFICATIONS**

**5.1 General**

5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply

5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.

5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.

5.1.4 The tenderers are requested to present information along with their offers as follows:

- (i) Shortest possible delivery period of each product
- (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

**5.2 TECHNICAL SPECIFICATIONS PARTICULARS**

**1. LAPTOP COMPUTER CORE i7 HP PROBOOK 440 G4 14-inch**

<b>N O</b>	<b>ITEM</b>	<b>SPECIFICATION REQUIREMENTS</b>	<b>BIDDER'S SPECIFICA TIONS</b>	<b>FOR OFFICIAL USE</b>
1.	Manufactur er	<b>HP</b>		
2.	Model	<b>HP Probook</b>		
3.	CPU	Intel Core i7- 2.6 GHz Processor		
4.	Display	14" Diagonal. Display Resolution 1920x1080		
6.	RAM	8 GB DDR4		

9.	WiFi	802.11a/g/n/ac		
10	Bluetooth	Bluetooth 4.0 combo		

12	Hard Disk	1 TB SERIAL ATA		
13	Connectors	<ul style="list-style-type: none"> <li>• 1 multi-format SD media card reader</li> <li>• 3 USB 3.0, HDMI , RJ-45, headphone/microphone combo</li> </ul>		
14	Graphics	Intel HD Graphics 620		
15	Webcam	HP True Vision HD Webcam (front-facing) with integrated dual array digital microphone		
16	Software	Windows 10 professional Preloaded with valid key.		
17	Antivirus	<b>Deliver Sealed 1 user Kaspersky antivirus with valid 1 year license</b>		
18	Warranty	1 year warranty( Include detailed warranty form to be filled by user and supplier)		
19	Carriage case	high quality Back bag(Targus)		

## 2. DESKTOP COMPUTER CORE I7

NO	ITEM	SPECIFICATION REQUIREMENTS	BIDDER'S SPECIFICATIONS	FOR OFFICIAL USE
1.	Processor	Intel Core i7-2600 Processor, 3.4GHz, 8M Cache		
2.	Operating system	Windows 10 Professional 64 - English, with latest service pack		
3.	System Recovery DVD	Genuine Windows 7 Professional 64 - Recovery DVD – English		
4.	I/O ports	Front-side Mic/Headset ports,		

		Two Front-side and Two Back-, Left-, or Right-side USB Ports.		
5.	RAM Memory	8GB		

6.	Memory speed	1333MHz		
7.	Video adapter	Integrated Video Intel		
8.	Audio adapter	Integrated Audio Intel		
9.	Hard drive	500GB, 7200RPM		
10.	DVD	DVD Recordable (with DVD Playback & Burner Software)		
11.	Networking	Integrated Gigabit Ethernet Intel		
12.	Keyboard	USB, Full Size - US English		
13.	Pointing device	Optical Mouse with Scroll Button		
14.	Speakers	Internal speaker		
15.	Software	Preinstalled Windows 7 with valid key, Microsoft Office 2007 Professionals activated		
16.	Monitor	22 inches wide LCD monitor with Install-Ready Security Cable Lock Hole Feature		
17.	Warranty	1 year warranty( Include detailed warranty form to be filled by user and supplier)		
18	Antivirus	Deliver Sealed 1 user Kaspersky antivirus with valid 1 year license		

### 3. IPAD

	Description	Specification	Bidders Response	For Official Use
<b>Brand/Model</b>				
<b>Display</b>	<a href="#">Type</a>	Super AMOLED capacitive touchscreen, 16M colors		
	<a href="#">Size</a>	9.7 inches (~71.6% screen-to-body ratio)		
	<a href="#">Protection</a>	Corning Gorilla Glass 4 back panel		
<b>Platform</b>	<a href="#">OS</a>	iOS 7, upgradable to iOS 9.1		
<b>Memory</b>	<a href="#">Internal</a>	4GB RAM		
	Card Slot	128GB storage		
<b>Camera</b>	<a href="#">Primary</a>	5 MP rear camera with LED flash		
	<a href="#">Secondary</a>	1.2MP front-facing camera		
<b>Sound</b>	<a href="#">Alert types</a>	Vibration; MP3, WAV ringtones		
	<a href="#">Loudspeaker</a>	Yes		
	<a href="#">3.5mm jack</a>	Yes		
<b>Comms</b>	<a href="#">WLAN</a>	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, hotspot /3G		
	<a href="#">USB</a>	Yes		

<b>Features</b>	<a href="#">Messaging</a>	SMS(threaded view), MMS, Email, Push Mail, IM		
	<a href="#">Browser</a>	HTML5 (Safari)		
		- iCloud service & Keychain - TV Out - Photo/video editor		
<b>Battery</b>	<a href="#">Stand-by</a>	Non-removable Li-Ion 5870 mAh battery		
<b>Antiviruses</b>		Installed, most Current (with license)		
<b>Warranty</b>		1+ year onsite, repair & replace, warranty form included		

#### 4. MOBILE SMART PHONE

	Description	Specification	Bidders Response	For Official Use
<b>Brand/Model</b>				
<b>Body</b>	Dimensions	153.5 x 78.6 x 8.5 mm (6.04 x 3.09 x 0.33 in)		
	Weight	176 g (6.21 oz)		
	SIM	Micro-SIM		
<b>Display</b>	<a href="#">Type</a>	Super AMOLED capacitive touchscreen, 16M colors		
	<a href="#">Size</a>	5.7 inches (~73.4% screen-to-body ratio)		
	<a href="#">Resolution</a>	1440 x 2560 pixels (~518 ppi pixel density)		
	<a href="#">Multitouch</a>	Yes		
	<a href="#">Protection</a>	Corning Gorilla Glass 4		
<b>Platform</b>	<a href="#">OS</a>	Android OS, v5.1.1 (Lollipop)		
	Processor	Quad-core 1.5 GHz Cortex-A53 & Quadcore 2.1 GHz Cortex-A57		
<b>Memory</b>	<a href="#">Internal</a>	32 GB, 4 GB RAM		
	Card Slot	microSD, up to 256 GB (dedicated slot)		
<b>Camera</b>	<a href="#">Primary</a>	16 MP, f/2.2, 31mm, OIS, autofocus, LED flash		
	<a href="#">Features</a>	1/2.6" sensor size, 1.12 µm pixel size, geo-		
		tagging, touch focus, face/smile detection, panorama, HDR		
	<a href="#">Video</a>	2160p@30fps, 1080p@60fps, dual-video rec		
	<a href="#">Secondary</a>	5MP front-facing camera		
<b>Sound</b>	<a href="#">Alert types</a>	Vibration; MP3, WAV ringtones		
	<a href="#">Loudspeaker</a>	Yes		
	<a href="#">3.5mm jack</a>	Yes		
		24-bit/192kHz audio - Active noise cancellation with dedicated mic		
<b>Comms</b>	<a href="#">WLAN</a>	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, hotspot		

	<a href="#">Bluetooth</a>	v4.1, A2DP, EDR, LE		
	<a href="#">GPS</a>	Yes, with A-GPS, GLONASS, BDS		
	<a href="#">NFC</a>	Yes		
	<a href="#">USB</a>	Yes		
	<a href="#">Sensors</a>	Fingerprint, accelerometer, gyro, proximity, compass, barometer, gesture, UV, heart rate, SpO2		
	<a href="#">Browser</a>	HTML5 (Safari), google chrome		
<b>Battery</b>	<a href="#">Stand-by</a>	Removable Li-Ion 3220 mAh battery		
	<a href="#">Talk time</a>	Up to 20 h (3G)		
	<a href="#">Preferred Colors</a>	Frosted white, Charcoal black, Bronze Gold, Blossom Pink		
<b>Other accessories</b>		Screen guard Phone cover		
<b>Warranty</b>		1+ year manufacturer's warranty		

## 5. PHOTOCOPIER

DESCRIPTION	SPECIFICATIONS	BIDDERS SPECIFICATIONS	OFFICIAL USE
<b>Speed Colour</b>	Up to 26ppm Colour Print		
<b>Speed Monochrome</b>	Up to 26ppm Mono Print		
<b>First Page</b>	9 seconds First page		
<b>Product Group Output</b>	A4		
<b>Double Sided Printing</b>	Automatic Double Sided Printing		
<b>Printer Resolution</b>	9600 x 600dpi Print		
<b>Double Sided Scan</b>	Automatic		
<b>Scan Facility Present</b>	Yes		
<b>Interface Type(s)</b>	USB & Network		
<b>Processor</b>	PowerPC 465 S/667 MHz Processor		
<b>Memory (Maximum)</b>	1GB (2GB) RAM		
<b>Paper Handling Input 1</b>	50 Sheet Multi-Purpose Tray		
<b>Paper Handling Input 2</b>	250 Sheet Input Tray		
<b>Automatic Document Feeder</b>	50 Sheet		
<b>Maximum Duplex Paper Weight</b>	163gsm		

<b>Maximum Paper Weight</b>	220gsm		
<b>Monthly Duty Cycle</b>	65,000 pages		
<b>Recommended Max Print Volume</b>	3,333 pages Pages/Month		
<b>Mono or Colour Printer</b>	Colour		
<b>Multifunction Summary</b>	Print/Scan/Copy		
<b>Technology</b>	Laser Multifunction Printer		
<b>Dimensions</b>	514mm (W) x 550mm (D) x 580mm (H) Weight:36.5kg		
<b>Product Type</b>	A4 Laser Printer		
<b>Printer Languages</b>	PCL 6 (5c / XL), KPDLL 3 (PostScript 3 compatible), PDF Direct Print 1.7, XPS Direct Print		
<b>In The Box</b>	Kyocera M6026cdn colour printer, AC Cable (UK), CD/DVD (including Software/ Utilities/ Drivers and User Manuals), Setup Guide, Starter Toners CMY (2.5k) K (3.5k)		
<b>Warranty</b>	2 years onsite repair, Warranty form included		

## 6. PRINTER

NO	ITEM	SPECIFICATION REQUIREMENTS	BIDDER'S SPECIFICATIONS	OFFICIAL USE
1.	Print speed	Normal. Up to 34 ppm, Black, as fast as 8 sec		
2.	First page out	Ready		
3.	Print quality (best)	Black, Up to 1200 x 1200 dpi		
4.	Duty cycle (monthly, letter)	Up to 50, 000pages		
5.	Recommended monthly page volume	750 to 3000		
6.	Print technology	Laser		

7.	Processor speed	800 MHz		
8.	Print languages	HP PCL 5e, HP PCL 6, HP Postscript Level 3 emulation, direct PDF (v 1.7)		
9.	Display	3.5" (8.89 cm) touchscreen control panel, CGD (Color Graphic Display)		
10.	Connectivity	HP ePrint capability Yes, Mobile printing capability, Wireless capability, built-in WiFi		
11.	Minimum system requirements	Microsoft Windows 7 (32bit/64-bit)		
12.	Compatible Operating Systems	Microsoft Windows 8/7 32-bit and 64-bit, Windows Vista 32-bit and 64 bit, Windows XP 32-bit (SP2 or higher)		
13.	Memory	Standard- 256 MB		
14.	Power – 110 – volt input voltage	110 to 127 VAC (+/- 10%)., 50/60Hz (x+/- 2 Hz), Power consumption 570 watts (Printing), 7.3 watts (Ready), 6.2 watts (Sleep), 0.1 watts (Off)		
15.	Warranty	2 year onsite, repair & replace, warranty form included		

## 7. PROJECTOR

ITEM	REQUIREMENT	BIDDER'S SPECIFICATIONS	FOR OFFICIAL USE
Display system	3 lcd system		
Light source	Ultra high pressure mercury lamp and Wattage		
Screen size effective display area	30" to 300" (0.76 m to 7.62 m) (measured diagonally) 0.63"(16mm) x 3, Aspect		
Recommended lamp	10,000 H		
Number of pixels Resolution	2,359,296 (1024x768 x 3) pixels		
Brightness	Min 2800 lumens		
Input ports	VGA and HDMI		

Peripheral Devices	Power cable and VGA cable and HDMI cable		
Projection lens	Focus - Manual		
	Zoom - Powered/Manual		
	Zoom – Ratio- Approx. x 1.2		
	Throw Ratio-1.47 to 1.77		
Color light output	Lamp mode: High 2800 lm		
Color system	NTSC3.58, PAL, SECAM,		
Dimensions (W x H x D) (without protrusions)	NTSC4.43, PAL325.1 x 79.8 x 230.5 mm-M, PAL-(12 13/16 x 3 5/32 x 9 1/16 inches)		
Power requirements	AC 100 V to 240 V, 2.9 A to 1.1 A, 50 Hz / 60 Hz		
Computer and video signal input and output	input A RGB / Y PB PR input connector: Mini D-sub 15 pin female		
	Audioinput B HDMI input connector: HDMI 19-pin, HDCP support, Audiovideo in Video input		
	connector: Phono jack		
	Output Audio output connector: Stereo mini jack		
Warranty	One(1)Year		

## 8. Camera

DSLR DIGITAL CAMERA			
ITEM	REQUIREMENTS	BIDDER'S SPECIFICATION	FOR OFFICIAL USE S
Resolution	14.1 Megapixels		
sensor type	CMOS		
Image Stabilization	Standard		
Image Resolution	4320 x 3240		
Minimum Shutter speed	60 sec		
Minimum continuous shooting speed	3.5 frames per second		
Video capture	1280 x 720; 640 x 480 ; 320 x 240		
Maximum Frame Rate	30 fps		
Digital Video Format	MOV, AVI, MPEG4,MJPEG, H.264		



Still image format	JPEG, RAW,RAW+JPEG		
Lens type	Lens mountable		
Minimum Lens	18-55mm		
optical zoom	10X		
Minimum Field of view	1.5		
View Finder	LCD		
Display resolution	920,000		
Light Sensitivity	6400 ISO		
Expandable Memory Type:	MS Duo / MS PRO Duo / SD / SDHC/SDXC/MMC		
Exposure Modes	Programmable, automatic		
Battery:	Li-ion rechargeable battery		
Power Device	Battery charger external		
Connector type	USB, Composite video/audio		
Battery Life	300 shots		
Face detection	Standard		
Shooting modes	auto, portrait, landscape, night, close-up, snapshot, flash off,		
Self – Timer	12n Sec/door1,0loSecw light, movie		
Flash type	Auto		
Flash Mode	Flash On/off, red eye		
Sound	Internal microphone and speakers		
Accessories	Rechargeable Li-ion Battery, Battery Charger, Remote Control, USB Cable, Audio/Video		
Focus Mode	Auto, Manual		
White balance	Custom, automatic, presets		
Firmware	User upgradable		
Software	Windows XP/ Windows Vista/ Windows 7/Mac/ Linux compatible image viewing software		
Warranty	1 year		
Original detailed and highlighted Brochures MUST be submitted			

## 9. BINDING MACHINE

Electric Comb Binding Machine w/Starter Kit

Application	Small Office
Auto Shutoff	N/A
Beep at the End of Binding Cycle	N/A
Binding Capacity	300
Binding Element Selector	Yes
Binding Type	Plastic Comb
Color	White/Black
Item H x W x D (inches)	5.13 x 16.94 x 15.38
Item Number	5216701
Item weight (lbs)	20.90
Units per Master Carton	1
Material Type	Steel
Model Number	PULSAR E
Punching Type	Electric
Punching Capacity	Capacity of 20 Sheets
Qty Per Pack	1
Ready Light/Binding Light	N/A
Removable Binding System	No
Reverse Function	N/A
Three-hole Punch	No
UPC Code	043859514229
Usage	Moderate
Vertical Punching	Yes
Warranty	2 Yr
Features	2.4GHz Band with speeds of up to 300Mbps Range of up to 122 Meters (400feet) Sleek wall or Ceiling Mount Design Passive power over Ethernet

## **10.Wifi Router**

### **Unifi**

Original detailed and highlighted brochures **MUST** be submitted.

#### **IMPORTANT NOTES**

- ❖ The brochure should contain technical specifications data for each specific item quoted
- ❖ It should be noted that for every item to evaluate, there should be a **manufacturer's brochure** availed against each item quoted.
- ❖ Any item quoted without a manufacturer's brochure supporting it, will automatically be disqualified
- ❖ Indicative MINIMUM Specifications only. Procurement must meet or exceed these specifications.
- ❖ These specifications valid until **31<sup>st</sup> December 2014** or further notice, whichever is earlier.
- ❖ The prospective suppliers must commit themselves in writing, to the terms of warranties for each item. The letters of warranties should be written separately.

**SECTION VI- PRICE SCHEDULE FOR GOODS**

(THIS BID FORM TO BE FILLED BY ALL TENDERERS)

Name of tenderer

Tender Number

Page

ITEM N <sup>o</sup> .	DESCRIPTION	UNIT OF ISSUE	QUANTIT Y	BRAND/COU NT RY OF ORIGIN	UNIT PRICE (KSHS.)	TOTAL	REMARKS
1.	Laptop Core i7	No.	28				
2.	Ipads	No.	9				
3.	Smart Phones	No.	5				
4.	LaserJet Printer (Medium Colour)	No.	3				
5.	Desktop Computers	No.	17				
6.	Digital Still Camera	No.	3				
7.	Photocopier	No.	1				
8.	Camera	No.	1				
9.	Projectors	No.	3				
10.	Binding Machine	No.	2				
11.	Wi-Fi routers (Safaricom)	No.	10				
<b>GRAND TOTAL</b>							

**TENDERER'S NAME AND ADDRESS**

.....

...

.....

.....

.....

..... **BUSINESS NAMES (STAMP)** .....

.....

.....

.....

**TENDERER'S SIGNATURE** .....**CELL PHONE NO.**

.....

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

## SECTION VII – EVALUATION CRITERIA

### Evaluation Award Criteria

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

- 1) Preliminary evaluation of tenders shall be done on the basis of the following criteria.  
Whether or not: -
  - i) The tender has been submitted in the required format.
  - ii) The tender form has been signed by the person lawfully authorized to do so. iii) The required numbers of copies of the tender have been submitted.
  - iv) The tender is valid for the period required
  - v) All required documents and information have been submitted.
  - vi) Samples / Brochures have been submitted accordingly.
- 2) Upon completion of Preliminary Evaluation, Technical Evaluation shall then be done by subjecting the samples to tests using approved standards for each item offered.
- 3) Non conforming tenders will be rejected at this stage and only technically compliant tenders will be subjected to financial evaluation.
- 4) **TENDERERS ARE ADVISED TO QUOTE THEIR BID PRICES IN THE ORIGINAL PRICE SCHEDULE PROVIDED IN THIS TENDER DOCUMENT. INTRODUCTION OF A PRICE SCHEDULE DIFFERENT FROM THE ONE PROVIDED IN THIS DOCUMENT IN SECTION (VI) WILL LEAD TO DISQUALIFICATION.**
- 5) The tenderer will be required to submit the following evidence as prove of qualifications to perform the contract if its tender is accepted:
  - (a) In the case of a tenderer offering to supply good under the contract that the bidder manufactures or otherwise produces (using ingredients supplied by primary manufacturers) satisfactory evidence that the bidder,
    - (a.i) Has manufactured and marketed the offered goods for two (2) years and similar goods for at least 5 years.
    - (a.ii) Has demonstrated compliance with the relevant quality standards.  
In addition to (i) & (ii) above the tenderer shall also submit the following information:
      - (a.iii) a statement of installed manufacturing capacity
        - (iv) Copies of its audited financial statements
        - (v) details of on-site quality control facilities and services and range of tests conducted.
  - (b) In the case of a bidder offering to supply goods under the contract that the bidder does not manufacture, satisfactory evidence that the bidder:
    - a.i) has been duly authorized by the manufacturer(s) of the goods that meets the criteria under (a) above to supply the goods in the purchaser's country and
    - a.ii) has marketed the offered goods in this country.

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In addition to (i) & (ii) above the tenderer shall also submit the following information: iii) list of major supply contracts concerning goods mentioned above.  
iv) copies of its audited financial statements.

6. The tenderers (applicants) shall be required to prepare and submit **TECHNICAL DATA SHEET FORM** as in the format provided in the technical specifications for each item quoted showing how it has met the requirements outlined in this Tender Document.

**SECTION VIII - STANDARD FORMS**

**Notes on the sample Forms**

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

**8.1 - FORM OF TENDER**

Date

Tender No. To:

*[name and address of procuring entity]*

Gentlemen and/or Ladies:

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

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





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Part 2 (c) – Registered Company		
Private or Public .....		
State the nominal and issued capital of company-		
Nominal Kshs. ....	Issued	Kshs. ....
Given details of all directors as follows		
Name	Nationality	Citizenship Details
Shares		
1.....		
2.....		
3.....		
4.....		
5.....		
Date .....		Signature of Candidate .....

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

**8.3 - TENDER SECURITY FORM**

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

THE CONDITIONS of this obligation are:-

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

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

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

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*[signature of the bank]*

*(Amend accordingly if provided by Insurance Company)*

**8.4 - CONTRACT FORM**

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

- (a) the Tender Form and the Price Schedule submitted by the tenderer
- (b) the Schedule of Requirements
- (c) the Technical Specifications
- (d) the General Conditions of Contract
- (e) the Special Conditions of contract; and
- (f) the Procuring entity’s Notification of Award

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_

(for the Procuring entity

(for the tenderer in the presence

of

*(Amend accordingly if provided by Insurance Company)*

**8.5 - PERFORMANCE SECURITY FORM**

To .....

*[name of Procuring entity]*

WHEREAS ..... *[name of tenderer]* (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. *[reference number of the contract]*

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dated supply ..... [description of goods] (hereinafter called “the Contract”).

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

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

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

This guarantee is valid until the day of 20

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

**8.6 - MANUFACTURER’S AUTHORIZATION FORM**

To [name of the Procuring entity] .....

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

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

[signature for and on behalf of manufacturer]

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

Tender Name

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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**