

BARINGO COUNTY GOVERNMENT



Tender Document For

TENDER NO. BRCG/TNR/24/2019/2020

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

FINANCIAL YEAR 2019/2020

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

Tel: 053-22115

CLOSING DATE: 11TH February 2020

TIME: 10.00 A.M (EAST AFRICAN TIME)

TABLE OF CONTENTS

	PAGE
SECTION I INVITATION TO TENDER	3
SECTION II INSTRUCTIONS TO TENDERERS	4
Appendix to instructions to Tenderers	17
SECTION III GENERAL CONDITIONS OF CONTRACT	19
SECTION IV SPECIAL CONDITIONS OF CONTRACT	25
SECTION V TECHNICAL SPECIFICATIONS	27
SECTION V PRICE SCHEDULE FOR GOODS	50
SECTION VII EVALUATION CRITERIA	51
SECTION VI STANDARD FORMS	53
8.1 FORM OF TENDER	54
8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRES FORMS	55
8.3 TENDER SECURITY FORM	56
8.4 CONTRACT FORM	57
8.5 PERFORMANCE SECURITY FORM	58
8.6 MANUFACTURER’S AUTHORIZATION FORM	59
8.7 LETTER OF NOTIFICATION OF AWARD FORM	60

SECTION I INVITATION TO TENDER

DATE: 28TH JANUARY, 2020

TENDER REF NO: BRCG/TNR/229/2013-2020

TENDER NAME: SUPPLY OF ICT ITEMS (PART 3)

- 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**.
- 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) Tenderers shall be required to furnish a Tender / Bid Security of **Kenya Shillings Seventy Thousand (Kshs 70,000.00) only** payable in bankers' cheque or Cash to the County Government of Baringo or a bid bond from a **Commercial Bank / Eligible Insurance Company** in the format provided in the Tender Documents to remain in force for a period of **One Hundred and Fifty (150) days** from the closing date of the tender.
- 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 11th February, 2020 10.00am (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**.
- J) Please confirm receipt of this letter immediately in writing by mail, email, cable/facsimile or telex.

Yours faithfully,

Francis Komen
COUNTY SECRETARY

SECTION II - INSTRUCTIONS TO TENDERERS

Table of Clauses

	Page
1. Eligible tenderers	5
2. Eligible goods	5
3. Cost of tendering	5
4. Contents of Tender document	6
5. Clarification of documents	6
6. Amendment of documents	6
7. Language of tender	7
8. Documents comprising the tender	7
9. Tender forms	7
10. Tender prices	7
11. Tender currencies	8
12. Tenderers eligibility and qualifications	8
13. Goods' eligibility and conformity to tender documents	8
14. Tender security	9
15. Validity of tenders	10
16. Format and signing of tenders.....	10
17. Sealing and marking of tenders	11
18. Deadline for submission of tender	11
19. Modification and withdrawal of tenders	11
20. Opening of tenders	12
21. Clarification of tenders	12
22. Preliminary examination	12
23. Conversion to single currency	13
24. Evaluation and comparison of tenders	13
25. Preference	13
26. Contacting the procuring entity	14
27. Award of contract	14
1) Post qualification	14
2) Award criteria	14
3) Procuring entity's right to vary quantities	14
4) Procuring entity's right to accept or reject any or all tenders	14
28. Notification of award	15
29. Signing of contract	15
30. Performance security	15
31. Corrupt or fraudulent practices	15

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

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

2.2 Eligible Goods

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

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4 The Tender Document

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

- 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.

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 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.

BARINGO COUNTY GOVERNMENT; BRCG/TNR/24 /2019/2020: SUPPLY OF ICT ITEMS

- 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.

2.16 Format and Signing of Tender

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

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

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

2.17 Sealing and Marking of Tenders

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

- 2.17.2 The inner and outer envelopes shall:

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

(b) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” **(as per Tender notice)**

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

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

2.18 Deadline for Submission of Tenders

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

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

2.19 Modification and Withdrawal of Tenders

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

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

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

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

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

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

2.20 Opening of Tenders

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

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

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

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

2.21 Clarification of Tenders

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

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

2.22 Preliminary Examination

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

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

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

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

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

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

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

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

2.25 Preference

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

2.26 Contacting the Procuring entity

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

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

2.27 Award of Contract

(a) Post-qualification

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

2.27.2 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

2.28 Notification of Award

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

2.29 Signing of Contract

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

2.30 Performance Security

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

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

2.31 Corrupt or Fraudulent Practices

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

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 non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

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

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

APPENDIX TO INSTRUCTIONS TO TENDERERS

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

INSTRUCTIONS TENDERERS REFERENCE	TO (ITT)	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT-2.1.1		<ol style="list-style-type: none"> 1. The name of the client is: - Baringo County Government. 2. The eligible firms are those capable of supplying ICT Items as provided in the Price Schedule-Section (VI). 3. Location/Delivery Point(s): - Baringo County Government Offices (along Hospital Road, Kabarnet).
ITT-2.3.2		The cost of the tender documents is Kshs.1,000/= per set of Tender Document.
ITT-2.4.1		In this Tender, sub-clause (xi) on Bank Guarantee for Advance Payment is not applicable.
ITT-2.10.1		Quantity to determine total tender price: - As and When Required basis.
ITT-2.10.4/2.15.1		Tender validity period: - 120 days from the date of Tender opening.
ITT-2.11.1		Prices quoted shall be in Kenya Shillings.
ITT-2.14.1		Bid Security shall be for amount of Ksh. 70,000.
ITT-2.16.1/2.17.1		Submit Tender documents in Original & Copy and in the recommended format.
ITT-2.17.2/2.18.1		Submission deadline- : Not later than Thursday 11th February, 2020, 10.00am and be deposited in the Tender Box situated at the Ground Floor of the Office of the Governor, Baringo County Government (along Hospital Road), Kabarnet.
ITT-2.20.1		Opening of Tenders: Thursday 11th February, 2020 10.00am

SECTION III: GENERAL CONDITIONS OF CONTRACT

Table of Clauses

	Page
1) Definitions.....	19
2) Application.....	19
3) Country of Origin.....	19
4) Standards.....	19
5) Use of Contract documents and information.....	19
6) Patent Rights.....	20
7) Performance security.....	20
8) Inspection and Tests.....	20
9) Packing.....	21
10) Delivery and documents.....	21
11) Insurance	21
12) Payment.....	21
13) Price.....	21
14) Assignments.....	22
15) Sub contracts.....	22
16) Termination for default.....	22
17) Liquidated damages.....	22
18) Resolution of Disputes.....	23
19) Language and law.....	23
20) Force Majeure.....	23

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: -**
Evaluation Criteria
1. Preliminary Requirements: The tenderer **MUST** provide documentary proof (Copy to be attached) that he / she is in possession of the following credentials: -
 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 (in DVD) 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.
- (c) **Physical evaluation**
Firms considered responsive after the document evaluation may 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) 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.
- (e) **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.

BARINGO COUNTY GOVERNMENT; BRCG/TNR/24 /2019/2020: SUPPLY OF ICT ITEMS

- (f) 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.**
- (g) **Delivery**
Delivery shall be on “as and when required” basis (See clause 3.10. of the General Conditions of Contract).
- (h) **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)
- (i) 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).
- (j) 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.
- (k) 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.
- (l) **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.**
- (m) Blacklisted, debarred and suspended firms are not eligible for this procurement.
- (n) 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.
- (o) **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.**
- (p) 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.
- (q) Special conditions of contract as relates to the GCC: -

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.10.1 Delivery of goods	The delivery period for the goods shall be within a period of 30 days on placing an LPO or as specified.
3.12.1 Terms of payment	Payment shall be made within a period of 30 days after full delivery of goods as prescribed in the LPO.
3.13.1 Prices	The prices offered shall be fixed for the period stated in the Tender

BARINGO COUNTY GOVERNMENT; BRCG/TNR/24 /2019/2020: SUPPLY OF ICT ITEMS

	Invitation.
3.13.1 Market Survey	Award of contract will be subject to a market survey to ascertain the veracity of bid prices.

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

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

5.2 TECHNICAL SPECIFICATIONS PARTICULARS

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

ITEM N°.	DESCRIPTION
1.	Spectre x360 Laptop-13th- touch
2.	Mobile smart phone
3.	Ipad
4.	Desktop Computers
5.	Projectors
6.	Printers
7.	Photocopiers
8.	External Hard Disks

ICT EQUIPMENT SPECIFICATIONS

Spectre x360 Laptop - 13t touch

Specifications

ITEM	SPECIFICATION	BIDDER'S SPECIFICATIONS	FOR OFFICIAL USE
Operating system	Windows 10 Pro 64 Preloaded with valid key		
Processor, graphics & memory	Intel® Core™ i7-1065G7 (1.3 GHz, up to 3.9 GHz, 8 MB cache, 4 cores)+ Intel® Iris® Plus Graphics+8 GB Memory (onboard)		
Display	13.3" diagonal 4K UWVA BrightView micro-edge AMOLED multitouch (3840 x 2160)		
Storage	1 TB PCIe® NVMe™ M.2 SSD		
Office software	Microsoft® Office 2019 Professional Preloaded with valid key.		
Primary battery	4-cell, 60 Wh Li-ion polymer		
Keyboard	Full-size island-style backlit keyboard		
Personalization	TrueVision HD IR Camera with integrated dual array digital microphone		
Wireless technology	Intel® Wi-Fi 6 AX 201 (2x2) and Bluetooth® 5 Combo		
Audio	Bang & Olufsen, dual speakers, HP Audio Boost		
Pointing device	Precision Touchpad Support		
Expansion slots	1 microSD media card reader		
External I/O Ports	1 headphone/microphone combo; 1 USB 3.1 Gen 1 Type-A (HP Sleep and Charge); 2 USB 3.1 Gen 2 Type-C™ with Thunderbolt™ 3 (40 Gb/s signaling rate, Power Delivery 3.0, DisplayPort™ 1.4, HP Sleep and Charge)		
Power supply	65 W USB Type-C™ power adapter		
Energy efficiency	ENERGY STAR® certified; EPEAT® Silver registered		
Dimensions	12.08 x 7.66 x 0.67 in		

BARINGO COUNTY GOVERNMENT; BRCG/TNR/24 /2019/2020: SUPPLY OF ICT ITEMS

(W X D X H)			
Weight	Starting at 2.88 lb		
Antivirus	Deliver Sealed 1 user Kasperskey antivirus with valid 1 year license		
Carriage case	High quality back bag (Targus)		
Warranty	1 year		

MOBILE SMART PHONE

	Description	Specification	Bidders Response	For Official Use
Brand/Model				
Body	Dimensions	161.9 x 76.4 x 8.8 mm (6.37 x 3.01 x 0.35 in)		
	Weight	201 g (7.09 oz)		
	SIM	Single SIM (Nano-SIM) or Hybrid Dual SIM (Nano-SIM, dual stand-by)		
Display	Type	Super AMOLED capacitive touchscreen, 16M colors		
	Size	6.4 inches, 103.2 cm ² (~83.4% screen-to-body ratio)		
	Resolution	1440 x 2960 pixels, 18.5:9 ratio (~516 ppi density)		
	Multitouch	Yes		
	Protection	Corning Gorilla Glass 5 HDR10 Always-on display		
Platform	OS	Android 8.1 (Oreo), upgradable to Android 9.0 (Pie); One UI		
	Processor	Octa-core (4x2.7 GHz Mongoose M3 & 4x1.8 GHz Cortex-A55) – EMEA Octa-core (4x2.8 GHz Kryo 385 Gold & 4x1.7 GHz Kryo 385 Silver) - USA/LATAM, China Exynos 9810 (10 nm) - EMEA Qualcomm SDM845 Snapdragon 845 (10 nm) - USA/LATAM, China Mali-G72 MP18 - EMEA Adreno 630 - USA/LATAM, China		
Memory	Internal	128 GB, 6 GB RAM		
	Card Slot	microSD, up to 1 TB (uses shared SIM slot) - dual SIM model only		
Camera	Primary	12 MP, f/1.5-2.4, 26mm (wide), 1/2.55", 1.4µm, dual pixel PDAF, OIS 12 MP, f/2.4, 52mm (telephoto), 1/3.4", 1.0µm, AF, OIS, 2x optical zoom		
	Features	LED flash, auto-HDR, panorama		
	Video	2160p@60fps, 1080p@240fps,		

BARINGO COUNTY GOVERNMENT; BRCG/TNR/24 /2019/2020: SUPPLY OF ICT ITEMS

		720p@960fps, HDR, dual-video rec.		
	Secondary Features Video	8 MP, f/1.7, 25mm (wide), 1/3.6", 1.22µm, AF Dual video call, Auto-HDR 1440p@30fps		
Sound	Alert types	Vibration; MP3, WAV ringtones		
	Loudspeaker	Yes, with stereo speakers		
	3.5mm jack	Yes		
		32-bit/384kHz audio Active noise cancellation with dedicated mic		
Comms	WLAN	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, hotspot		
	Bluetooth	5.0, A2DP, LE, aptX		
	GPS	Yes, with A-GPS, GLONASS, BDS, GALILEO		
	NFC	Yes		
	USB	3.1, Type-C 1.0 reversible connector		
	Sensors	Iris scanner, fingerprint (rear-mounted), accelerometer, gyro, proximity, compass, barometer, heart rate, SpO2		
Battery		Non-removable Li-Ion 4000 mAh battery		
	Charging	Fast battery charging 15W (Quick Charge 2.0) Qi/PMA wireless charging (market dependent)		
Other accessories		Screen guard Phone cover		
Warranty		1+ year manufacturer's warranty		

IPAD

	Description	Specification	Bidders Response	For Official Use
Brand/Model	Ipad			
Display	Type	Super AMOLED capacitive touchscreen, 16M colors		
	Size	9.7 inches (~71.6% screen-to-body ratio)		
	Protection	Corning Gorilla Glass 4 back panel		
Platform	OS	iOS 11, upgradable to iOS 12		
Memory	Internal	4GB RAM		
	Card Slot	128GB storage		
Camera	Primary	5 MP rear camera with LED flash		

BARINGO COUNTY GOVERNMENT; BRCG/TNR/24 /2019/2020: SUPPLY OF ICT ITEMS

	Secondary	1.2MP front-facing camera		
Sound	Alert types	Vibration; MP3, WAV ringtones		
	Loudspeaker	Yes		
	3.5mm jack	Yes		
Comms	WLAN	Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, hotspot /3G		
	USB	Yes		
Features	Messaging	SMS(threaded view), MMS, Email, Push Mail, IM		
	Browser	HTML5 (Safari)		
		<ul style="list-style-type: none"> - iCloud service & Keychain - TV Out - Photo/video editor 		
Battery	Stand-by	Non-removable Li-Ion 5870 mAh battery		
Carry case		Must include carrycase		
Warranty		1+ year onsite, repair & replace, warranty form included		

DESKTOP COMPUTER

Desktop Core i7 Specifications:

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		
3.	System Recovery DVD	Genuine Windows 10 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	Atleast500GB (or above), 7200RPM		
10.	DVD	DVD Recordable (with DVD Playback & Burner Software) for Win 10		
11.	Networking	Integrated Gigabit Ethernet Intel WIFI Support		
12.	Keyboard	USB, Full Size - US English		
13.	Pointing device	Optical Mouse with Scroll Button		
14.	Speakers	Internal speaker		
15.	Software	Preinstalled Windows 10 with valid key, Microsoft Office 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 Kasperskey antivirus with valid 1 year license		

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, automatic print back to back		
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)		
1	Connectivity	HP ePrint capability Yes, Mobile printing capability, Wireless capability, built-in WiFi		
1	Minimum system requirements	Microsoft Windows 7 (32-bit/64-bit)		
1	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)		
1	Memory	Standard- 256 MB		
1	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)		

BARINGO COUNTY GOVERNMENT; BRCG/TNR/24 /2019/2020: SUPPLY OF ICT ITEMS

1	Warranty	2 year onsite, repair & replace, warranty form included		
---	----------	---	--	--

PROJECTOR

ITEM	REQUIREMENT	BIDDER'S SPECIFICATIONS	FOR OFFICIAL USE
Design type	Wall-mounted projector		
Width	14.45 in		
Height	5.87 in		
Depth	15.75 in		
Weight	12.79 lb		
Fixed focal length	0.15 in		
Throw ratio	0.28, 1		
Digital zoom	1.35 x		
Focus	Manual		
Aperture range (F-E)	0, 1.6		
Zoom ratio	1.35:1 x		
Projection distance	0.4, 0.6		
Matrix size	0.59		
Lamp life max (normal)	5000 h		
Lamp life max (power save/eco)	10000 h		
Lamp life max (eco)	10000 h		
Bulb power	215 W		
Screen size compatibility	60, 100		
Resolution	1280, 800		
Number of colours	1.073 billion colours		
Native aspect ratio	16:10		
Aspect ratio	16:10		
Brightness (eco)	1800 lm		

BARINGO COUNTY GOVERNMENT; BRCG/TNR/24 /2019/2020: SUPPLY OF ICT ITEMS

Brightness (max)	3200 lm		
Contrast ratio	300:1		
Dynamic contrast	14000:1		
Video formats supported	720p, 1080i		
Vertical synchronization	0.12 kHz		
Vertical synchronization	0.1 kHz		
Analog 3.5mm output			
Analogue 3.5mm input			
Number of composite video	1		
Composite input			
Serial interface type	RS-232C		
DVI in			
HDMI			
Number of HDMI inputs	3		
MHL			
Number of headphone outputs	1		
Number of S-Video inputs	1		
Microphone input			
Other connectors	5mm output		
S-video input			
USB 2.0	1		
Number of VGA (D-Sub) ports	3		
AC (power) input			
Ethernet connection			
Number of Ethernet LAN (RJ-45)			
Wireless network (Wi-Fi)			
Compatibility	3D support (3D-Ready)		

BARINGO COUNTY GOVERNMENT; BRCG/TNR/24 /2019/2020: SUPPLY OF ICT ITEMS

	HD ready		
	Full HD (HD ready 1080p)		
	HDR		
Audio features	Noise level 35 dB		
	Built-in speakers		
	RMS rated power 16 W		
	Noise level (economic mode) 28 dB		
Power supply	Operational Power Consumption (min-max) 311 W		
	Power consumption (typical) 317 W		
	Power consumption (standby) 0.37 W		
	Power consumption (economy mode) 230 W		
	AC input voltage 100 - 240 V		
	AC input frequency 50 - 60 Hz		
WARRANTY	1 Year		

Photocopier KM-1635 Specifications

ITEM	SPECIFICATION	BIDDER'S SPECIFICATIONS	FOR OFFICIAL USE
Resolution:	600 x 600 DPI		
Copier Memory:	Standard 32MB RAM holds approximately 80 Pages (Letter) at 6%, Upgradeable to 160MB via 100 Pin DIMMs (1 Slot).		
Magnification	Full Size, Auto Magnification, Plus 25-400% Zoom in 1% Increments		
Electrical Requirements:	120V, 60Hz, 9.0A 220/240V, 50H, 5.0A		
Dimensions:	(w/o DP) 22.6"W x 21.8"D x 19.8"H (w/ DP) 22.6"W x 21.8"D x 24.5"H		
Maximum Monthly Volume:	20,000 Pages Per Month		
OUTPUT SPEEDS:			
Warm-Up Time:	Within 20 Seconds		
First Copy Out:	5.9 Seconds		

BARINGO COUNTY GOVERNMENT; BRCG/TNR/24 /2019/2020: SUPPLY OF ICT ITEMS

Pages Per Minute:	16 Letter, 8 Legal, 8 Ledger		
PAPER SUPPLY:			
Standard Paper Sources	300 Sheet Paper Drawer, 50 Sheet MPT		
Paper Drawer Size:	5.5" x 8.5" – 11" x 17"		
MPT Paper Size:	5.5" x 8.5" – 11" x 17"		
Std/Max Paper Capacity:	350 / 1,250		
Paper Weight:	17 – 28 lb Bond via Paper Drawers, 12 lb Bond – 88 lb Index via MPT		
Input Materials:	Bond Paper, Recycled Paper, Transparencies, Envelopes		
COPY FUNCTIONS:			
Imaging Modes:	Auto, Text, Photo, Text / Photo, Manual, ECO		
Continuous Copy	Up to 999, Auto Reset to 1		
Additional Features:	Auto Magnification and Paper Select, Scan Once Print Many, Electronic Sort, 2 in 1, 4 in 1, Thick/Thin Paper Mode, Book Erase, Sheet Erase, Margin Shift, ECO Mode, Mixed Size Processing		
OPTIONAL GDI PRINT: PRINTING SYSTEM K			
Controller:	FlexRISC, 150MHz		
Windows OS Compatibility:	Windows 98, Me, 2000, XP		
Connectivity:	Hi-Speed USB 2.0		
Driver:	Host Based Windows GDI		
Expansion:	Optional IB-110 External Print Server connected via USB		
DOCUMENT PROCESSOR: DP-410			
Type:	Reversing Automatic Document Feeder		
Acceptable Originals:	5.5" x 8.5" – 11" x 17"		
Capacity:	50 Sheet RADF		
Speed:	16 Letter Size Originals Per Minute		
Paper Weight:	12 – 42 lb Bond		
Dimensions / Weight:	21.7"W x 19.0"D x 4.7"H / 13.2 lbs		
PAPER DRAWERS: PF-410			
Paper Capacity: 17	300 Sheets		

BARINGO COUNTY GOVERNMENT; BRCG/TNR/24 /2019/2020: SUPPLY OF ICT ITEMS

– 28 lb Bond Paper Size: 5.5" x 8.5" – 11" x 17" Dimensions / Weight: 22.5"W x 21.2"D x 5.32"H / 15.4 lbs			
Paper Weight:	17 – 28 lb Bond		
Paper Size:	5.5" x 8.5" – 11" x 17"		
Dimensions / Weight:	22.5"W x 21.2"D x 5.32"H / 15.4 lbs		
Warranty	1 year limited onsite repair		

External Hard Drive

ITEM	REQUIREMENT	BIDDER'S SPECIFICATIONS	FOR OFFICIAL USE
Dimensions (Max.)	129.5 mm x 80.8 mm x 16.1 mm (5.10" x 3.18" x 0.63")		
Color	Iron gray/ Military green		
USB Type	micro USB to USB Type A		
Connection Interface	USB 3.1 Gen 1		
Capacity	1 TB		
Storage Media	2.5" HDD		
Operating Temperature	5°C (41°F) ~ 55°C (131°F)		
Operating Voltage	5V		
Certificate	CE/ FCC/ BSMI		
Warranty	One-year Limited Warranty		
Operating System	• Microsoft		

	Windows 7 • Microsoft Windows 8 • Microsoft Windows 10 • Mac OS X 10.7 or later • Linux Kernel 2.6.31 or later		
--	--	--	--

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 **30st June 2020** 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 V1- PRICE SCHEDULE FOR GOODS

(THIS BID FORM TO BE FILLED BY ALL TENDERERS)

Name of tenderer _____ Tender Number _____ Page _____ of _____

	DESCRIPTION	UNIT OF ISSUE	QUANTITY	BRAND/COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)	TOTAL	REMARKS
1.	Spectre x360 Laptop-13 th - touch	No.	8				
2.	Mobile smart phone	No.	8				
3.	Ipad	No.	3				
4.	Desktop Computers	No.	8				
5.	Projectors	No.	2				
6.	Printers	No.	10				
7.	Photocopiers	No.	6				
8.	External Hard Disks	No.	6				
					TOTAL		

TENDERER'S NAME AND ADDRESS

.....

BUSINESS NAMES (STAMP)

.....

BARINGO COUNTY GOVERNMENT; BRCG/TNR/24 /2019/2020: SUPPLY OF ICT ITEMS

.....

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

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.

Preliminary Evaluation (Mandatory)

	Item Description	
	Submission of the following:-	YES/NO
1	Company of Firm’s Registration Certificate/ Incorporation Certificate	
2	Valid Tax Compliance Certificate PIN & VAT	
3	Bid Security of Ksh. 70,000	
4	Confidential Business Questionnaire – Duly Filled, signed and stamped	
5	Form of Tender MUST be dully filled by the applicant / an authorized representative and signed & stamped or embossed with company seal	
6	Tender Validity period of <u>One Hundred and Twenty (120) days</u> from the date of tender closing.	
7	Valid Business Permit	
8	Manufacturers authorization	
9	Copy of CR 12	
10	All pages serialized	
11	Bidder provide self –declaration that the person /tenderer is not debarred in the matter of the public procurement and asset disposal act 2015 (As Per Section 62 of PPDA 2015).	
12	Bidder to provide self –declaration that the person /tenderer will not engage in any corrupt or fraudulent practice.	
	Responsive/ Non-responsive	

Technical Evaluation

Technical Evaluation shall comprise scoring of bidders under various attributes in the table below – Table of Scoring Matrix. To earn maximum scores, a bidder must (1) provide supporting documents as per criteria (2) provide very precise/specific and relevant information as per criteria (3) provide as many/much information as possible to earn more points. **A bidder must score a minimum of 40 points out of 70 points to be considered for Financial Evaluation.**

**Table of Scoring Matrix
Summary of Technical Score**

Item	Description	Scores	Marks Earned
-------------	--------------------	---------------	---------------------

BARINGO COUNTY GOVERNMENT; BRCG/TNR/24 /2019/2020: SUPPLY OF ICT ITEMS

I.	The company profile This included binding the documents, neat presentation , separation and arrangement of requested information and general purpose to all requirements.....5 Dully filled price quotes.....5		10	
II.	Evidence of adequacy of working capital for this Contract Access to line(s) of credit ----- 10 Availability of other financial resources (cash in hand, overdraft facility e.t.c) ----- 10 Bank statement for the last one year-----10		30	
III.	Information regarding any litigation, current or during the last seven years, in which the tenderer is involved, the parties concerned and disputed amount(if any) Without litigation history----- 5 points. With Litigation history-----0 points		5	
IV.	Supplies done in the past five (5number) years related to	Information on past completed works of similar nature, complexity and magnitude. Bidders to provide; a) Contract agreements/LPOs, completion & completed Standard. Contracts value of above KES8M per year--20 points. Contracts value between KES 3M and KES8M per year----15 points Contracts value between KES 0.5m and KES3M---10points	25	
TOTAL			70	

NOTE: Only tenders that score 40 out of 70 on technical evaluations will qualify to have their proposals for financials evaluated. Those scoring below 40 will be disqualified at this stage. **Award will be given to the lowest evaluated bidder**

- 2) Non conforming tenders will be rejected at this stage and only technically compliant tenders will be subjected to financial evaluation.
- 3) **TENDERERS ARE ADVISED TO QUOTE THEIR BID PRICES IN THE ORIGINAL PRICE SCHEDULE PROVIDED IN THIS TENDER DOCUMENT. INTRODUCTION OF A PRICE SCHEDULE DIFFERENT FROM THE ONE PROVIDED IN THIS DOCUMENT IN SECTION (VI) WILL LEAD TO DISQUALIFICATION.**
- 4) 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,

BARINGO COUNTY GOVERNMENT; BRCG/TNR/24 /2019/2020: SUPPLY OF ICT ITEMS

- (i) Has manufactured and marketed the offered goods for two (2) years and similar goods for at least 5 years.
- (ii) Has demonstrated compliance with the relevant quality standards.

In addition to (i) & (ii) above the tenderer shall also submit the following information:

- (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:

- 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
- ii) has marketed the offered goods in this country.

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. **FAILURE TO SUBMIT THIS IMPORTANT DOCUMENT TO THE PROCURING THE ENTITY WILL LEAD TO DISQUALIFICATION.**

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.
- 8.8 BIDDER PROVIDE SELF –DECLARATION** that the person /tenderer is not debarred in the matter of the public procurement and asset disposal act 2015 (As Per Section 62 of PPDA 2015).
- 8.9**

8.1 - FORM OF TENDER

Date _____

Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

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

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

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

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

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

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 - CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 – General:
 Business Name
 Location of business premises.
 Plot No..... Street/Road
 Postal Address Tel No. Fax E mail
 Nature of Business ,.....
 Registration Certificate No.
 Maximum value of business which you can handle at any one time – Kshs.....
 Name of you..... Branch

Part 2 (a) – Sole Proprietor

Your name in full Age
 Nationality Country of origin
 Citizenship details

Part 2 (b) Partnership

Given details of partners as follows:

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

Part 2 (c) – Registered Company

Private or Public
 State the nominal and issued capital of company-
 Nominal Kshs. Issued Kshs.
 Given details of all directors as follows

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

Date Signature of Candidate

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

8.3 - TENDER SECURITY FORM

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

THE CONDITIONS of this obligation are:-

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

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

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

[signature of the bank]
(Amend accordingly if provided by Insurance Company)

8.4 - CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

(Amend accordingly if provided by Insurance Company)

8.5 - PERFORMANCE SECURITY FORM

To
[*name of Procuring entity*]

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

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

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

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

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

Signed and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

8.6 - MANUFACTURER’S AUTHORIZATION FORM

To [name of the Procuring entity]

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

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

[signature for and on behalf of manufacturer]

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

8.7 - LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: - _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

8.8 DECLARATION FORM

Date _____

To _____

The tenderer i.e. (name and address) _____

_____ declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Title

Signature

Date

(To be signed by authorized representative and officially stamped)

8.9 ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE

I/We/Messrs.....

of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender name.....

Tender No

for or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....