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Kenya

**STANDARD TENDER DOCUMENT  
FOR  
SUPPLY, DELIVERY AND INSTALLATION OF COMPUTERS AND  
ASSOCIATED EQUIPMENT**

**TENDER NO: MMUST/007/ ICT/2020-2021**

**CLOSING DATE: FRIDAY 12<sup>TH</sup> MARCH, 2021**

**AT 10.00 AM**

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## **Introduction**

- 1.1 This Standard Tender Document has been prepared for use by public entities in Kenya
- 1.2 The following general directions should be observed when using the document.
  - (a) Specific details should be furnished in the Invitation to Tender and in the special conditions of contract. The final documents to be provided to the tenderers should not have blank spaces or give options
  - (b) The Instructions to Tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and the appendix to instructions to tenderers.
- 1.3
  - (a) Information contained in the Invitation to Tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate and shall indicate any important tender requirements.
  - (b) The Invitation to Tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following the invitation for expression of interest for which the invitation is issued.

## SECTION I INVITATION TO TENDER

**TENDER NO: MMUST/007/ ICT/2020-2021**

**TENDER NAME: Supply, Delivery & Installation of Computers and Associated Equipment**

- 1.1 Masinde Muliro University of Science and Technology invites sealed bids from eligible candidates for Supply, Delivery & Installation of Computers & Associated Equipment
- 1.2 A detailed tender notice and a complete set of tender documents may be obtained by interested tenderers from the University website: [www.mmust.ac.ke](http://www.mmust.ac.ke) or Public Procurement Information Portal (PPIP): [www.tenders.go.ke](http://www.tenders.go.ke) **free of charge**. In line with COVID -19 restrictions bidders are encouraged to download tender documents
- 1.3 Bidders who download the tender documents from the website must forward their particulars immediately via email [procurementofficer@mmust.ac.ke](mailto:procurementofficer@mmust.ac.ke) this is for records and any further tender clarification and addendum where necessary. The particulars should include: Name of Firm, Postal address, Telephone Number, Email Address, Tender Number and Tender Name.
- 1.4 **All pages including any attachments should be paginated**
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at Masinde Muliro University of Science and Technology or be addressed to: -  
*The  
Vice Chancellor,  
Masinde Muliro University  
P.O Box 190 – 50100,  
Kakamega Kenya*  
And dropped in Tender Box situated outside Administration Building Main entrance, Main Campus in Kakamega, so as to reach the University On or before **Friday 12<sup>th</sup> March, 2021 at 10:00 am**.
- 1.6 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.

- 1.7 All Tenders must be accompanied by a Tender Security of **Kshs.180, 000/-** in form of a bankers cheque, a bank guarantee / bankers cheque from a reputable bank or an Insurance bond issued by an insurance firm approved by the PPRA located in Kenya.
- 1.8 Late Tenders, incomplete Tenders, Tenders not received, Tenders not opened at the Tender opening ceremony shall not be accepted for evaluation irrespective of the circumstances.
- 1.9 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend

**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.1,000/=

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

## **2.4. The Tender Document**

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

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

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

## **2.5 Clarification of Documents**

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the



tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the Procuring entity. Written copies of the Procuring entities response (Including an explanation of the query but without identifying the Source of inquiry) will be sent to all prospective tenderers that have Received the tender document.

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

## **2.6 Amendment of Documents**

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

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

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

## **2.7 Language of Tender**

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

## **2.8 Documents Comprising of Tender**

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

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below

- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

## **2.9 Tender Forms**

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

## **2.10 Tender Prices**

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

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

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

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

## **2.11 Tender Currencies**

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

## **2.12 Tenderers Eligibility and Qualifications**

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

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

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

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

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

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

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

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

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

service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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

## **2.14 Tender Security**

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

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

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

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

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

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

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

#### **2.14.8 The tender security may be forfeited:**

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

#### **2.15 Validity of 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,” Friday 12<sup>th</sup> March, 2021 at 10:00 am**

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**

Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **Friday 12<sup>th</sup> March, 2021 at 10:00 am.**

2.18.1 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 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**

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **Friday 12<sup>th</sup> March 2021 at 10:00 am.** and in the location specified in the Invitation to Tender.

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

2.20.1 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.

2.20.2 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 rate 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

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

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

**2.28 Notification of Award**

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

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

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

**2.29 Signing of Contract**

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

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

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

## **2.30 Performance Security**

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

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

## **2.31 Corrupt or Fraudulent Practices**

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

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

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

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

## **Appendix to Instructions to Tenderers**

### **Notes on the Appendix to the Instruction to Tenderers**

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

## **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

<b>INSTRUCTIONS TO TENDERERS REFERENCE</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
2.1.1	Tenders is open to all tenderers eligible
2.14.1	All Tenders must be accompanied by a Tender Security of <b>Kshs.180, 000/-</b> in form of a bankers cheque ,a bank guarantee / bankers cheque from a reputable bank or an insurance bond issued by an insurance firm approved by the PPRA located in Kenya.
2.18.1	Friday 12 <sup>th</sup> March,2021
2.29.1	As in 2.18.1 above
2.29.1	Performance security Not Applicable

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

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

### **3.1 Definitions**

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

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

### **3.2 Application**

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

### **3.3 Country of Origin**

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

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



### **3.4 Standards**

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

### **3.5 Use of Contract Documents and Information**

3.5.1 The tenderer shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

### **3.6 Patent Rights**

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

### **3.7 Performance Security**

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in

the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

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

### **3.8 Inspection and Tests**

- 3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.

- 3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.9 Packing**

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

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

### **3.10 Delivery and Documents**

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

### **3.11 Insurance**

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

### **3.12 Payment**

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

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

### **3.13 Prices**

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

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

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

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

### **3.14. Assignment**

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

### **3.15 Subcontracts**

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

### **3.16 Termination for default**

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

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

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

### **3.17 Liquidated Damages**

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

### **3.18 Resolution of Disputes**

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

### **3.19 Language and Law**

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

### **3.20 Force Majeure**

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

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

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

The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.

- (a) Information that complement provisions of Section III must be incorporated and
- (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

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

4.1. 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 these in the GCC.

42. Special conditions of contract as relates to the GCC

<b>REFERENCE OF GCC</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
3.7.1	Payments shall be made promptly by the Procuring entity as specified in the contract

## **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.
  - (iii) Valid Accreditation/Framework Agreement from MoICT/ICT Authority for user equipment.



**SECTION VI****- SCHEDULE OF REQUIREMENTS**

**MASINDE MULIRO UNIVERSITY OF SCIENCE AND TECHNOLOGY  
DIRECTORATE OF ICT SERVICES (DICTS)  
SPECIFICATIONS**

<b>1. DESKTOP COMPUTER (All in one pc- 42 pieces )</b>	
<b>ITEM</b>	<b>MINIMUM REQUIREMENT</b>
Processor	AMD Ryzen 5 3500U (3.7 GHz base clock 8MB L3 cache, 6 cores)
System Memory	MEMORY- 8GB DDR4-3200 SDRAM MAXIMUM MEMORY- Supports up to 32 GB max system memory MEMORY SLOTS- 2 SODIMM
Storage	Primary-512 GB PCIe NVMe M.2 SSD Secondary-1 TB 7200 rpm SATA 3.0 MEMORY CARD DEVICE- 3-in-1 memory card reader
Display	27" diagonal, FHD (1920 x 1080), touch, IPS, three-sided micro-edge, BrightView, 250 nits, 72% NTSC
Optical Drives	16X Dual Layer DVD+/-RW
Keyboard and Pointing Device	1 x USB Enhanced keyboard 1 x USB Optical Wheel Mouse
Video connector	1 HDMI; 1 VGA
Audio	Dual 2 W speakers 2 x Audio ports: headphone and microphone
Communication interface	NETWORK INTERFACE- Integrated 10/100/1000 Gigabit Ethernet LAN WIRELESS TECHNOLOGY- Realtek 802.11a/b/g/n/ac (2x2) Wi-Fi and Bluetooth
Operating System	DOS
Warranty	1 year
POWER SUPPLY	65 W Smart AC power adapter
EXPANSION SLOTS	2 M.2 (1 for SSD, 1 for WLAN)
VIDEO CONNECTOR	1 HDMI-out 1.4
WEBCAM	HP True Vision 720p HD privacy camera with integrated dual array digital microphones
SPECIAL FEATURES	Tilt: -5° forward to 20° back; Wire stand
Colour	Natural silver
KEYBOARD	USB white wired keyboard and mouse combo
DIMENSIONS	(W X D X H) 24.14 x 8.04 x 17.79
Graphics	Integrated: Intel Iris X Graphics
Weight	15.39 b

**2. TECHNICAL SPECIFICATIONS FOR LAPTOP COMPUTER****LOT 1- (17) Machines)**

HP Envy x360 13 (2020, 13-inch)

Display	13.3-inch, 1,920x1,080-pixel IPS touchscreen(with stylus pen)- 5.2-GHz,16 MB L2 cache,
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size/resolution	1600-MHz
Memory	16 GB DDR4 (soldered)
Graphics	512MB Radeon
Storage	512GB PCIe NVME SSD
Fingerprint	Integrated with fingerprint reader
Ports	2x USB-A (3.1 Gen 1), 1x USB-C (3.1 Gen 2), Micro SD
Networking	Wi-Fi 6 (802.11ax), Bluetooth 5.0
Operating System	DOS
Weight	2.9 pounds (1.3 kg)
Accessories	Executive Carrying Case(leather)
Warranty	1 year

### LOT 2 (18 Machines)

FEATURE	SPECIFICATION
Microprocessor	10th Generation Intel® Core™ i7 Processors (4 GHz, 6 MB cache, 6 cores)
Memory	8 GB
Video Graphics	Intel HD Graphics 5500
Display	15.6" diagonal UHD UWVA eDP BrightView WLED-backlit touchscreen(3840 x 2160)
Hard Drive	1 TB
Wireless Connectivity	802.11 a/b/g/n/ac (2x2) and Bluetooth 4.0 combo
Sound	Dual speakers
Keyboard	Full-size island-style backlit
Pointing Device	USB Black wired mouse
External Ports	1 multi-format SD media card reader ; 3 USB 3.0; 1 Mini DisplayPort;1 HDMI; 1 RJ-45;1 headphone/microphone combo
Dimensions	32.5 x 21.8 x 1.59 cm
Weight	Starting at 1.44 kg
Power Supply	65 W EM AC power adapter; 3-cell, 56.5 Wh Li-ion polymer; One year warranty
Camera	TrueVision Full HD WVA Webcam (front-facing) with integrated dual digital microphone
Audio Solution	HD Audio Solution
Speakers	Dual Speakers
Wireless Lan	802.11 a/b/g/n/ac
Bluetooth	Yes ,Version 4.0
Operating System	DOS
Warranty	1 Year
Accessories	Executive Carrying Case(leather)

### 3. Windows

S/No	Type	No of Licenses
(d)	Microsoft Window 10 (Enterprise License): Accompanied by installation CD	77

### 4. Microsoft Office

S/No	Type	No of Licenses
(d)	Microsoft Office (Enterprise License): Accompanied by installation CD	77

## 5. HP ScanJet Pro 4500 fn1 Network Scanner Specifications

- Scans Documents
- Optical Resolution: 1200 dpi (Flatbed)
- Scan Speed: 30 ppm / 60 ipm
- Maximum Scan Size (ADF): 8.5 x 122"
- Maximum Scan Size (Flatbed): 8.5 x 14"
- 50-Sheet Automatic Document Feeder
- One-Pass Duplexing; Multi-Feed Detection
- 2.8" Color Touchscreen; Digital Sending
- Daily Duty Cycle (ADF): 4,000 Pages
- USB 3.0, Ethernet, & Wi-Fi Connectivity

## 6. Photocopier

### Lot 1- Kyocera Taskalfa 6003i (4 pieces)

Technology	Kyocera TASKalfa Laser MFP
Control Panel Type	10.1" Color TSI
Product Category	A3 B&W MFP
Functions (Print / Scan / Copy / Fax)	Print/Scan/Copy/Fax
Engine Speed	60 ppm B&W
Warm-up Time	17 Seconds
First Page Out Time (print/copy)	Print: 3.8 Seconds B&W Copy: 3.4 Seconds B&W
Resolution	1200 x 1200 dpi
Bit Depth	8 Bit
CPU	Freescall QorIQ T1024 (Dual Core) / 1.2GHz
Memory (std/max)	Standard: 4 GB RAM Maximum: 4 GB RAM
Hard Disk Drive (Standard / Optional)	Standard: 320 GB HDD and 8 GB SSD
Electrical Requirements	120V: 60Hz, 12A; 220-240V: 50Hz, 7.2A
Dimensions (W x D x H)	60.2 cm x 66.5 cm x 79 cm

Mainframe Weight	183 lbs
Maximum Monthly Duty Cycle	250,000 Pages Per Month
Maximum average monthly print volume	N/A
Power Consumption	Typical Electricity Consumption (TEC): 120V: 3.25 kWh/week; 220V: 3.17 kWh/week
Input Capacity (std/max)	Standard: 1,150 Sheets Maximum: 7,150 Sheets
Output Capacity (std / max)	Standard: 500 Sheets Maximum: 4,000 Sheets
Paper Sources (std / max)	Standard: 2 Trays + 1 MPT Maximum: 5 Trays + 1 MPT
Maximum Paper Size	12" x 48"
Supported Paper Weights	Trays/MPT: 14 lb Bond - 166 lb Index
Input Materials	Plain, Bond, Recycled, Preprinted, Vellum, Color, Pre-Punched, Thick, Thin, High Quality, Letterhead, Envelope, Custom
Standard Interface	10/100/1000BaseTX, Hi-Speed USB 2.0, 4 USB Host Interfaces, 2 Expansion Slots
Warranty	1 year

#### **Lot 2-Canon image RUNNER Advance C7500 II Series (3 Pieces)**

- Machine type Colour Laser Multifunctional
- Core functions Print, Copy, Scan, Send, Store and Optional Fax
- Processor Speed
- Canon Dual Custom Processor (Shared) 1.75 Ghz

- Control Panel
- Standard: 25.6 cm (10.1 inch) TFT LCD WSVGA Colour Touch panel
- Optional: 26.4 cm (10.4 inch) Upright Colour SVGA Control Panel
- Memory
- Standard: 4.0GB RAM
- Hard Disk drive
- Standard: 1TB
- Mirroring Hard Disk Drive
- Optional (1TB)
- Interface Connection
- NETWORK Standard: 1000Base-T/100Base-TX/10Base-T, Wireless LAN (IEEE 802.11 b/g/n); Optional: NFC, Bluetooth Low Energy
- OTHERS Standard: USB 2.0 (Host) x2, USB 3.0 (Host) x1, USB 2.0 (Device) x1; Optional: Serial Interface, Copy Control Interface
- Paper input (Standard)
- 2 x 1,100 sheet cassettes (80gsm) + 2 x 550-sheet cassettes (80gsm)
- 250-sheet multi-purpose tray (80gsm)
- Paper input (Option)
- 1x 3,500-sheet side paper deck (80gsm) (PAPER DECK UNIT-E1)
- 1x 3,500-sheet side paper deck (80gsm) (POD DECK LITE-C1)
- 1x 6,000-sheet multi-drawer paper deck (80gsm) (MULTI-DRAWER PAPER DECK-C1)
- Maximum paper input capacity
- 9,300 sheets (80 gsm)
- Paper output capacity
- With Finisher: 3,500 sheets (A4, 80 gsm) \*STAPLE FINISHER-V2 or BOOKLET FINISHER-V2
- 4,250 sheets (A4, 80gsm) \*STAPLE FINISHER-X1 or BOOKLET FINISHER-X1
- Finishing capabilities
- Collate, Group, Offset
- With External Finisher: Staple, Saddle Stitch, Hole Punch (multiple patterns), Trimming, Insertion, Fold (C-/Z-/Half/Double parallel/Accordion-Z fold)
- Supported media types
- Cassettes:
- Thin paper, Plain paper, Thick paper, Colour paper, Recycled Paper, Pre-punched paper, Transparency, Bond paper, Letterhead, Envelope, Post Card, Tab
- Multi-purpose tray:
- Thin paper, Plain paper, Thick paper, Colour paper, Recycled paper, Pre-punched paper, Transparency, Bond paper, Letterhead, Envelope, Post card, Tab, Tracing paper, Label, Coated paper, Textured paper
- Optional Paper decks:
- Thin, Plain, Recycled, Thick, Colour, Pre-punched, Letterhead, Bond, Index\*\*, Transparency\*\*, Double Post Card\*, Four Post card\*, Label\*\*, Envelope\*, Coated\*\*, Textured\*\*, Tracing\*
- \*Requires POD DECK LITE-C1
- \*\* Requires POD DECK LITE-C1 or MULTIDRAWER PAPER DECK-C1
- Supported media sizes
- Cassette 1/2:
- A4, B5
- Cassette 3/4:
- Standard size: A3, B4, A4, A4R, B5R, B5, A5R, SRA3, 13"x19" (330 mm x 483 mm), Envelope ( No.10 (COM10), Monarch, ISO-C5, DL)
- Custom Size: 139.7 mm x 182 mm to 330.2 mm x 487.7 mm
- Envelope custom size: 98 mm x 148 mm to 330.2 mm x 487.7 mm
- Multi-purpose tray:
- Standard size: A3, B4, A4, A4R, B5R, B5, A5R, SRA3, 13"x19" (330 mm x 483 mm), Envelopes: No.10 (COM10), Monarch, ISO-C5, DL, Envelope custom size: 90 mm x 148 mm to 330.2 mm x 487.7 mm
- Custom size: 100.0 mm x 148.0 mm to 330.2 mm x 487.7 mm

- Free size: 100 mm x 182 mm to 330.2 mm x 487.7 mm
- Supported media sizes 2
- PAPER DECK UNIT-E1:
- A4, B5
- POD DECK LITE-C1:
- A3, B4, A4, A4R, B5R, B5, A5R, SRA3, 13"x19" (330 mm x 483 mm)
- Envelopes: (No.10(COM10), Monarch, ISO-C5, DL)
- Custom Size: 139.7 mm x 148 mm to 330.2 mm x 487.7 mm
- MULTI-DRAWER PAPER DECK-C1:
- A3, B4, A4, A4R, B5R, B5, A5R, SRA3, 13"x19" (330 mm x 483 mm)
- Custom Size: 139.7 mm x 182 mm to 330.2 mm x 487.7 mm
- Supported media weights
- Cassette 1/2: 52 to 220 gsm
- Cassette 3/4: 52 to 256 gsm
- Multi-purpose tray: 52 to 300 gsm
- Duplex: 52 to 220 gsm
- Warm-up Time
- From Power On: 30 Seconds or Less<sup>1</sup>
- From Sleep Mode: 30 Seconds or Less
- Quick Startup Mode: 4 seconds or less
- Dimensions (W x D x H)
- 689 mm x 941 mm x 1,220 mm
- Installation Space (W x D x H)
- 1,913 mm x 1,524 mm (Basic: Multi-purpose tray open + Booklet Finisher-V2)
- 3,818 mm x 1,524 mm (Fully Configured: MULTI-DRAWER PAPER DECK-C1 + DOCUMENT INSERTION UNIT-N1 + MULTI FUNCTION PROFESSIONAL PUNCHER-A1 + DOCUMENT INSERTION UNIT-N1 + BOOKLET FINISHER-X1)
- Weight
- Approx. 270 kg including toner

## PRINT SPECIFICATIONS

- Printing method
- Colour Laser Beam Printing
- Print Speed (BW/CL)
- iR-ADV C7565i:
- 65/60 ppm (A4), 32/30 ppm (A3), 46/42 ppm (A4R), 65/60 ppm (A5R)
- iR-ADV C7570i:
- 70/65 ppm (A4), 35/32 ppm (A3), 49/46 ppm (A4R), 70/65 ppm (A5R)
- iR-ADV C7580i:
- 80/70 ppm (A4), 40/35 ppm (A3), 56/49 ppm (A4R), 80/70 ppm (A5R)
- Print Resolution
- 2,400 dpi x 2,400 dpi
- Page description languages
- UFR II, PCL 6, Genuine Adobe PostScript Level 3 (Standard)
- Double Sided Printing
- Automatic (Standard)
- Direct Print
- Direct printing available from USB memory key, Advanced space, Remote UI and Web Access<sup>1</sup>
- Supported file types: TIFF, JPEG, PDF, EPS, and XPS.
- Printing from mobile and cloud
- A range of software and MEAP-based solutions is available to provide printing from mobile devices or internet-connected devices and cloud-based services depending on your requirements.
- Please contact your sales representative for further information.
- Fonts

- PCL fonts: 93 Roman, 10 Bitmap fonts, 2 OCR fonts, Andale Mono WT J/K/S/T\* (Japanese, Korean, Simplified and Traditional Chinese) , Barcode fonts\*\*
- PS fonts: 136 Roman
- \*Requires optional PCL INTERNATIONAL FONT SET-A1
- \*\*Require optional BARCODE PRINTING KIT-D1
- Operating System
- UFR II: Windows Vista/Server 2008/Windows 7/Server 2008 R2/Windows 8/Server 2012/Windows 8.1/Server 2012 R2/Windows 10, MAC OS X (10.6.8 or later)
- PCL: Windows Vista/Server 2008/Windows 7/Server 2008 R2/Windows 8/Server 2012/Windows 8.1/Server 2012 R2/Windows 10
- PS: Windows Vista/Server 2008/Windows 7/Server 2008 R2/Windows 8/Server 2012/Windows 8.1/Server 2012 R2/Windows 10, MAC OS X (10.6.8 or later)
- PPD: MAC OS 9.1 or later, MAC OS X (10.3.9 or later), Windows Vista/Windows 7/Windows 8/Windows 8.1/Windows 10
- SAP Device Types are available via the SAP Market Place.
- Please refer to <http://www.canon-europe.com/support/business-product-support> for more information.

## **COPY SPECIFICATIONS**

- Copy Speed
- iR-ADV C7565i: 65/60 ppm (A4), 32/30 ppm (A3), 46/42 ppm (A4R), 65/60 ppm (A5R)
- iR-ADV C7570i: 70/65 ppm (A4), 35/32 ppm (A3), 49/46 ppm (A4R), 70/65 ppm (A5R)
- iR-ADV C7580i: 80/70 ppm (A4), 40/35 ppm (A3), 56/49 ppm (A4R), 80/70 ppm (A5R)
- First-Copy-Out Time
- iR-ADV C7565i: Approx. 4.8/5.9 seconds or less
- iR-ADV C7570i: Approx. 4.8/5.9 seconds or less
- iR-ADV C7580i: Approx. 4.4/5.4 seconds or less
- Copy resolution
- Reading: 600 dpi x 600 dpi
- Printing: Up to 2,400 dpi x 2,400 dpi
- Multiple Copies
- Up to 999 copies
- Magnification
- 25% - 400% (1% Increments)

## **SCAN SPECIFICATIONS**

- Standard type
- Colour Platen and Single-pass Duplexing Automatic Document Feeder
- Supported media size/s
- A3, B4, A4R, A4, B5R, B5, A5R, A5, B6R
- Pull Scan Spec
- Colour Network ScanGear2. For both TWAIN and WIA
- Supported OS: Windows Vista/7/8/8.1/10
- Server 2008/Server 2008 R2/Server 2012/Server 2012 R2
- Scan Resolution
- 100 x 100 dpi, 150 x 150 dpi, 200 x 100 dpi, 200 x 200 dpi, 200 x 400 dpi, 300 x 300 dpi, 400 x 400 dpi, 600 x 600 dpi
- Acceptable Originals
- Platen media size: Sheet, Book, 3-Dimensional Objects (Up to 2kg)
- Document Feeder media size : A3, B4, A4R, A4, B5R, B5, A5R, A5, B6R
- Document Feeder media weight :
- 1-sided scanning: 38 to 220 gsm/64 to 220 gsm (BW/CL)
- 2-sided scanning: 50 to 220 gsm/64 to 220 gsm (BW/CL)
- Scan Method

- Send functionality available on all models
- Scan to USB Memory Key: Available on all models
- Scan to Mobiles or internet-connected devices:
- A range of solutions is available to provide scanning to mobile devices or internet-connected devices depending on your requirements. Please contact your sales representative for further information
- Scan to cloud-based services: A range of solutions is available to provide scanning to cloud-based services depending on your requirements. Please contact your sales representative for further information.
- TWAIN/WIA Pull scanning available on all models
- Scan Speed (BW/CL; A4)
- Single-sided Scanning (BW): 120 ipm (300pi) / 120 ipm (600 dpi)
- Single-sided Scanning (Colour): 120 ipm (300pi) / 70 ipm (600 dpi)
- Double-sided Scanning (BW): 240 ipm (300pi) / 150 ipm (600 dpi)
- Double-sided Scanning (Colour): 220 ipm (300pi) / 90 ipm (600 dpi)
- Paper Capacity
- 300 Sheets (80 gsm)
- Double sided scanning
- 2-sided to 2-sided (Automatic)

## **SEND SPECIFICATIONS**

- Destination
- E-mail/Internet FAX (SMTP), SMB, FTP, WebDAV, Mail Box, Super G3 FAX(Optional), IP Fax(Optional)
- Colour Mode
- Auto Colour Select (Full Colour, Grayscale),
- Auto Colour Select (Full Colour/ Black-and-White)
- Full Colour, Grayscale, and Black-and-White
- Address Book/Speed dials
- LDAP (2,000)/Local (1,600)/Speed dial (200)
- Send resolution
- 100 x 100 dpi, 150 x 150 dpi, 200 x 100 dpi, 200 x 200 dpi, 200 x 400 dpi, 300 x 300 dpi, 400 x 400 dpi, 600 x 600 dpi
- Communication protocol
- File: FTP, SMB , WebDAV
- E-mail/I-Fax: SMTP, POP3, I-Fax (Simple, Full)
- File Format
- Standard: TIFF, JPEG, PDF(Compact, Searchable, Apply policy, Optimize for Web, PDF A/1-b), XPS(Compact, Searchable), Office Open XML (PowerPoint, Word)
- Optional: PDF(Trace&Smooth, Encrypted), PDF/XPS(Digital Signature)

## **FAX SPECIFICATIONS**

- Optional / Standard
- Optional on all models
- Maximum connection lines
- 2
- Modem Speed
- Super G3: 33.6 kbps
- G3: 14.4 kbps
- Resolution
- 400 x 400 dpi, 200 x 400 dpi, 200 x 200 dpi, 200 x 100 dpi
- Sending/Recording Size
- A5 and A5R\* to A3
- \*Sent as A4



- FAX memory
- Up to 30,000 pages
- Speed dials
- Max. 200
- Group dials/destinations
- Max. 199 dials
- Sequential broadcast
- Max. 256 addresses
- Memory backup
- Yes

## **STORE SPECIFICATIONS**

- Mail Box (Number Supported)
- 100 User Inboxes, 1 Memory RX Inbox,
- 50 Confidential Fax Inboxes
- 30,000 Maximum Pages Stored
- Advanced Space
- Features:
- Communication Protocol: SMB or WebDAV
- Supported Client PC: Windows (Windows Vista/7/8/8.1/10)
- Concurrent Connections (Max.): Concurrent Connections (Max.): SMB: 64, WebDAV: 3 (Active Sessions)
- Available disc space:
- Approx. 16GB (Standard HDD)
- Approx. 480GB (with option 1TB HDD)
- Memory Media
- Standard: USB Memory

## **SECURITY SPECIFICATIONS**

- Authentication
- Standard: Universal Login Manager (Device and Function Level Log-in), User Authentication, Department ID, Authentication, Access Management System
- Data
- Standard: Trusted Platform Module (TPM), Hard Disk Password Lock, Hard Disk Drive Erase, Mail Box Password Protection, Hard Disk Drive Encryption(FIPS140-2 Validated), Common Criteria Certification (DIN ISO 15408)
- Optional: Hard Disk Drive Mirroring, Hard Disk Drive removal, Data Loss Prevention (Requires uniFLOW)
- Network
- Standard: IP/Mac Address Filtering, IPSEC, TLS Encrypted Communication, SNMP V3.0, IEEE 802.1X, IPv6, SMTP Authentication, POP Authentication before SMTP
- Document
- Standard: Secure Print, Adobe LiveCycle® Rights Management ES2.5 Integration
- Optional: Encrypted PDF, Encrypted Secure Print, User and Device signatures, Secure Watermarks, Document Scan locking

## **ENVIRONMENTAL SPECIFICATIONS**

- Operating Environment
- Temperature: 10 to 30 °C (50 to 86 °F)
- Humidity: 20 to 80 % RH (no condensation)
- Power source
- iR-ADV C7565i/C7570i: 220-240 V (±10 %), 50/60 Hz (±2 Hz), 10 Amp
- iR-ADV C7580i: 220-240 V (±10 %), 50/60 Hz (±2 Hz), 11 Amp

- Power consumption
- Maximum: Approx. C7570i/7565i: 2.0 kW C7580i: 2.5 kW
- Printing: C7565i : Approx. 1056 W or less, C7570i: 1071 W or less, C7580i: 1151W or less<sup>1</sup>
- Standby: Approx. 136.6 W
- Sleep mode: Approx. 0.9 W<sup>2</sup>
- Plugin Off: Approx. 0.25 W<sup>1</sup>
- Typical Electricity Consumption (TEC) rating<sup>3</sup>:
- 4.5 kWh (iR-ADV C7565i)
- 4.8 kWh (iR-ADV C7570i)
- 5.6 kWh (iR-ADV C7580i)
- Lot26 ([http://www.canon-europe.com/For\\_Work/Lot26/index.aspx](http://www.canon-europe.com/For_Work/Lot26/index.aspx))
- Noise levels (BW/CL)
- Sound Power Level (LwAd)<sup>1</sup>
- iR-ADV C7565i: Active(BW): 70.2dB or Less<sup>2</sup>, Active(CL): 70.2dB or Less<sup>2</sup>, Standby: 39.8dB or Less<sup>3</sup>
- iR-ADV C7570i: Active(BW): 72.8dB or Less<sup>2</sup>, Active(CL): 71.7dB or Less<sup>2</sup>, Standby: 39.8dB or Less<sup>3</sup>
- iR-ADV C7580i: Active(BW): 70.7dB or Less<sup>2</sup>, Active(CL): 70.6dB or Less<sup>2</sup>, Standby: 39.8dB or Less<sup>3</sup>
- Sound Pressure (LpAm)<sup>1</sup>
- Bystander's position:
- iR-ADV C7565i: Active(BW): 54.8dB or Less<sup>2</sup>, Active(CL): 54.8dB or Less<sup>2</sup>, Standby: 26.1dB or Less<sup>3</sup>
- iR-ADV C7570i: Active(BW): 57.4dB or Less<sup>2</sup>, Active(CL): 56.3dB or Less<sup>2</sup>, Standby: 26.1dB or Less<sup>3</sup>
- iR-ADV C7580i: Active(BW): 55.3dB or Less<sup>2</sup>, Active(CL): 55.2dB or Less<sup>2</sup>, Standby: 26.1dB or Less<sup>3</sup>
- Standards
- ENERGY STAR® Qualified
- Ecomark
- Green purchase
- Blue Angel
- RoHS
- Warranty- 1 year

## 7. UPS- 52 pieces

**Model:** APC BX700UI Back-UPS 700VA 230V AVR IEC Sockets UPS

### Key Features

- Automatic Voltage Regulation (AVR)
- Telephone dataline surge protection
- USB connection

### Technical Specifications

- Output Power Capacity: 390 Watts / 700 VA
- Max Configurable Power (Watts): 390Watts / 700VA
- Nominal Output Voltage: 230V
- Output Frequency (sync to mains): 50/60 Hz +/-1 Hz
- Output Frequency (sync to mains): Line Interactive
- Waveform Type: Stepped approximation to a sinewave
- Output Connections: (1) IEC Jumpers (Battery Backup) , (4) IEC 320 C13 (Battery Backup)
- Transfer Time: 4ms typical
- Nominal Input Voltage: 230V
- Input Frequency: 50/60 Hz +/- 3 Hz (auto sensing)

- Input Connections: IEC-320 C14
- Cord Length: 1.22 meters
- Input voltage range for main operations: 140 - 300 V
- Number of Power Cords : 1
- Input Breaker Capacity: 7 A
- Battery type: Maintenance-free sealed Lead-Acid battery with suspended electrolyte : leakproof
- Typical recharge time: 6hour(s)
- Expected Battery Life (years): 3 - 5
- Interface Port(s): USB
- Control panel: LED status display with On Line : On Battery : Replace Battery and Overload indicators
- Audible Alarm: Alarm when on battery : distinctive low battery alarm : overload continuous tone alarm
- Surge energy rating: 273Joules
- Data Line Protection: RJ-11 Modem/Fax/DSL protection (two wire single line)
- Operating Temperature: 0 - 40 °C
- Operating Relative Humidity: 0 - 95% non-condensing %
- Operating Elevation: 0-3000meters
- Storage Temperature: -15 - 40 °C
- Storage Relative Humidity: 0 - 95% non-condensing %
- Storage Elevation: 0-9000meters
- Audible noise at 1 meter from surface of unit: 45.0dBA
- RoHS: Compliant
- REACH: REACH: Contains No SVHCs
- Warranty: 1 Year

## 8. Printers-21

- **Model:** HP LaserJet Pro M404dn A4 Mono Laser Printer
- Automatic Double Sided Printing
- Up to 4,800 x 600 dpi Print
- USB & Network
- As Fast as 6.3 Seconds First page
- Up to 38ppm Mono Print
- HP PCL 6, HP PCL 5c, HP Postscript Level 3 Emulation, PDF, URF, PWG Raster
- 100 Sheet Multipurpose Tray
- 250 Sheet Input Tray
- 1200MHz Processor
- 256MB RAM
- Windows & Mac Compatible
- Warranty: 1 year

## **9. Projector-20**

- Sony VPL-DX241 Desktop Projector (White)
- 3LCD BrightEra Technology
- Bright, clear images with maximum 3,300 lumens colour light output & XGA resolution
- Up to 10,000 hours long-lasting lamp (in Low Mode)
- 1.3x flexible zoom lens
- 30" to 300" screen size (0.76 m to 7.62 m) (measured diagonally)
- 4000:1 Contrast Ratio
- HDMI x 2 & VGA x 1 with Audio Out & 1W speaker (monaural)
- Warranty: 1 year

## **10. Nano station**

- Frequency 5 GHz
- Throughput 150+ Mbps
- Range 15+ km
- M5 Model

## SECTION VII - PRICE SCHEDULE

Name of tenderer\_\_\_\_\_ Tender Number\_\_\_\_\_

1 Item	2 Description	3 Country of origin	4 Quantity	5 Unit price	6 Total Price EXW per item(cols. 4x5)	7 Unit price of other incidental services payable
1	Desktop Computers (As Per The Above Specifications)		42			
2	Laptop Computer Lot 1- Hp Envy X360 13 (2020, 13-Inch) (As Per The Above Specifications)		11			
3	Laptop Computer Lot 2 -(As Per The Above Specifications)		24			
4	Windows - Enterprises License		77			
5	Microsoft Office - Enterprises License		77			
6	HP Scanjet Pro 4500 fnI Network Scanner ( As per above Specifications)		7			
7	Photocopier/Printer Lot 1- Kyocera Taskalfa 6003i ( As per abov e Specifications)		5			
8	Photocopier/Printer Lot 2-Canon image RUNNER Advance C7500 II Series (2 Pieces)		2			
9	Printer		21			
10	Projector Sony VPL DX241		20			
11	UPS		52			
	Nano Station		5			

The bidder to give partnership certification with the relevant product proposed.

Price should include VAT. Indicate terms of payment

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

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

## **SECTION VIII - STANDARD FORMS**

### **Notes on the sample Forms**

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
7. Manufacturers Authorization Form - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

## 8.1 FORM OF TENDER

Date \_\_\_\_\_  
Tender No. \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
*[name and address of procuring entity]*

Gentlemen and/or Ladies:

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

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign tender for an on behalf of \_\_\_\_\_



## 8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c ) whichever applied to your type of business  
You are advised that it is a serious offence to give false information on this form

### *Part 1 – General:*

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

	<p style="text-align: center;"><b>Part 2 (a) – Sole Proprietor</b></p> <p>Your name in full ..... Age .....</p> <p>Nationality ..... Country of origin .....</p> <ul style="list-style-type: none"> <li>• Citizenship details .....</li> <li>• .....</li> </ul>																								
	<p style="text-align: center;"><b>Part 2 (b) Partnership</b></p> <p>Given details of partners as follows:</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">Citizenship Details</th> <th style="text-align: left;">Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....				
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1. ....	.....	.....	.....																						
2. ....	.....	.....	.....																						
3. ....	.....	.....	.....																						
4. ....	.....	.....	.....																						
	<p style="text-align: center;"><b>Part 2 (c) – Registered Company</b></p> <p>Private or Public .....</p> <p>State the nominal and issued capital of company-</p> <p style="padding-left: 40px;">Nominal Kshs. ....</p> <p style="padding-left: 40px;">Issued Kshs. ....</p> <p>Given details of all directors as follows</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">Citizenship Details</th> <th style="text-align: left;">Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....	5. ....	.....	.....	.....
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3. ....	.....	.....	.....																						
4. ....	.....	.....	.....																						
5. ....	.....	.....	.....																						
	<p>Date ..... Signature of Candidate .....</p>																								

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

## 8.6 DOC. VI: TECHNICAL EVALUATION FORM – GOODS

*The tenderer is expected to complete part 1 and 3 of this form*

**REF. F-2 75-2-1**

Tenderer's Name .....	
Postal Address .....	
Tel No. ....	Fax .....
E mail .....	
Physical Address.....	
Tender .....	No
.....Description.....	

### Part 1. General Information

### Part 2. Evaluation Stages

#### Stage 1: Mandatory Requirements

(Tick where applicable in response to the requirements below.)

	Yes	No
1. Registration of the Company/certificate of incorporation	<input type="checkbox"/>	<input type="checkbox"/>
2. Current Trade Licenses	<input type="checkbox"/>	<input type="checkbox"/>
3. Tender Security in the acceptable format	<input type="checkbox"/>	<input type="checkbox"/>
4. Valid tax compliance certificate	<input type="checkbox"/>	<input type="checkbox"/>
5. Accreditation by MoICT/ICTA	<input type="checkbox"/>	<input type="checkbox"/>

The tenderer must qualify in all the above in order to proceed to the Evaluation Stage 2

No	Requirement	Max. Points	Points Awarded	Remarks
5	Business Premise	1		
6	Telephone	1		
7	Location	2		
8	Financial Position Certified Audited Accounts for current 2 financial years	3		
8	Pagination (Numbering every page)	2		
9	Name of the Banker	1		
10	Nature of the Business	2		
11	Technical Knowledge	4		
12	Accreditation by MoICT/ICTA Availability of Framework agreement with MoICT or (5)	12		

	Certificate from ICTA(3)  ICTA Categories: 1&2 (4) 3&4 (3) 5&6 (2) 7&8 (1)			
13	Evidence of Partnership/Authorization with Manufacturers	5		
14	Manufacturer's Warranty Commitment(5) Third Party Warranty (2	7		
15	Value of Business the Firm can handle at once:			

**Stage 2: Other Requirements**

	Above shs.13,000,000.00	2		
16	Credit Facility: 30 days 60 days 90 days	2 3 4		
17	Facilities/Machines (Stock Position)	3		
18	Company profile			
	<b>TOTAL POINTS</b>	<b>54</b>		

**N/B: -1. Attach copies of PIN, VAT, tax compliance certificate from KRA and Audited accounts for the last three years.**

- **16 marks will be awarded during due diligence**
- **Those who score 70% (37.8) will proceed to financial evaluation.**

*(The Technical Evaluation Team may visit the physical premises of the tenderer to verify and award points accordingly based on the above requirements)*

**Part 3. Declaration (For the Tenderer only)**

(The tenderer is expected to state categorically whether he/she will/will not accept to be evaluated on the above criteria)

**Q. Will you accept your bid to be evaluated based on the above criteria and abide by them during the entire period of the tender? (Tick appropriately below)**

**No**
☐
**Yes**
☐
**Official Stamp**

.....**Sign**.....

SELF DECLARATION FORMS

(r.47)

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE  
PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I, ....., of Post Office Box ..... being a  
resident of ..... in the Republic of ..... do  
hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal  
Officer/Director of ..... (insert name of the Company) who  
is a Bidder in respect of Tender No. .... for .....(insert tender  
title/description) for .....( insert name of the Procuring entity) and duly  
authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from  
participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and  
belief.

..... (Title)  
(Signature) (Date)

Bidder Official Stamp

FORM SD2  
SELF DECLARATION FORMS

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY  
CORRUPT OR FRAUDULENT PRACTICE.

I, .....of P. O. Box ..... being a resident of  
..... in the Republic of ..... do hereby make a  
statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of .....  
..... (insert name of the Company) who is a Bidder in respect of Tender No.  
..... for .....(insert tender title/description) for .....(insert name of the Procuring entity) and duly authorized and competent to make this statement.  
Kenya Subsidiary Legislation, 2020

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2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....( insert name of the Procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....(name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

..... (Title)  
(Signature) (Date)

Bidder's Official Stamp

### 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 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

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

[*name of tender*] .....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, ..... [*name and address of tenderer*](hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of ..... [*amount of guarantee in figures and words*].

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

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

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

Yours truly,

Signature and seal of the Guarantors

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

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

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

## 8.7 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.

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*[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.

## 8.8 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

**8.9 FORM RB 1**

**REPUBLIC OF KENYA**  
**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO.....OF..... 20.....

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of  
.....dated the...day of .....20.....in the matter of Tender No.....of  
.....20...

**REQUEST FOR REVIEW**

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED .....(Applicant)

Dated on.....day of ...../...20...

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**FOR OFFICIAL USE ONLY**

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

SIGNED  
Board Secretary

## **ANTI CORRUPTION DECLARATION PLEDGE**

I/We (Name of Firm and Address) declare that I/We recognize 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 No.....for or in the subsequent performance of the contract if I/We are successful.

Signed by.....Authorized Representative

Name.....Designation.....Signature.....Date