

**BANKI  
KUU YA  
KENYA**



**CENTRAL  
BANK OF  
KENYA**

**Haile Selassie Avenue  
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**NATIONAL COMPETITIVE TENDER**

**TENDER NO: CBK/11/2012/2013**

**FOR:**

**SUPPLY, DELIVERY AND COMMISSIONING OF  
ICT EQUIPMENT (COMPUTERS, LAPTOPS, IPAD,  
SCANNERS AND ACCESSORIES) AT THE  
CENTRAL BANK OF KENYA**

**CLOSING DATE 19 DECEMBER, 2012 AT 10.00  
AM**

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**SECTION I INVITATION TO TENDER**  
**DATE: 19 NOVEMBER, 2012**

**TENDER REF NO: CBK/11/2012-2013**

The Central Bank of Kenya invites tenders for **Supply, Delivery and Commissioning of ICT Equipment (Computers, Laptops, ipad, Scanners and Accessories).**

1. Complete Tender documents may be obtained from the Director, Department of Estates, Supplies & Transport, 5<sup>th</sup> floor Central Bank of Kenya Head Office, Nairobi from Monday to Friday, between 9.00 a.m. and 2.00 pm upon payment of a non-refundable fee of KShs 3,000/= in cash or Banker's cheque OR be downloaded from the CBK website; [www.centralbank.go.ke](http://www.centralbank.go.ke) and a payment of Kshs 2,000.00 for those who choose to download from the website.
2. Tender documents duly completed in sealed envelopes clearly marked **Tender No CBK/11/2012/2013** should be deposited in the **Green Tender Box No.3** on the Ground Floor of the Main Entrance of the CBK Building on Haile Selassie Avenue Nairobi on or before **19<sup>th</sup> December 2012 at 10.00 am**. Late bids will not be accepted and will be returned unopened. All tenders must be accompanied by a **Bid Bond of 2% of the Tender Sum**. Failure to attach the bid bond will lead to automatic rejection of the tender.
3. Prices quoted should be net inclusive of all taxes and delivery to Central Bank of Kenya and shall remain valid for 120 days from the closing date of the tender.
4. Tenders will be opened publicly on **19<sup>th</sup> December, 2012 at 10.00am** in the Presentation Room 6<sup>th</sup> Floor Central Bank of Kenya Head Office in Nairobi. Interested tenderers or their representatives may attend the tender opening ceremony.
5. Further information as pertains to this tender may be obtained from the Office of the Director, Department of Estates, Supplies & Transport (Tel: +254 20 2861000/2860000 Fax: +254 20 2863497, +254 20 310604), Fifth Floor, Central Bank of Kenya, Haile Selassie Avenue Nairobi during working hours from Monday to Friday, [comms@centralbank.go.ke](mailto:comms@centralbank.go.ke).

**DIRECTOR,**

**DEPARTMENT OF ESTATES SUPPLIES AND TRANSPORT**

## **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 be Kshs 3,000.00 for hard copies and Kshs 2,000.00 for those who download.

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 120 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 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 2 per cent of the tender price.
- 2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7



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

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

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

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

2.14.8 The tender security may be forfeited:

- (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 120 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 initialled 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 initialled 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 words, “DO NOT OPEN BEFORE,” 19<sup>th</sup> DECEMBER, 2012 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**

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than 19<sup>th</sup> DECEMBER, 2012 AT 10.00 AM.

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 no 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 **10.00 AM WEDNESDAY 19<sup>TH</sup> DECEMBER, 2012** 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 effect 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

(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 anything 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.

## **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,

3.7.5 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 its 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**

The following Special Conditions of Tender shall in addition to the General Conditions of Tender in Section III form part of the contract.

### **1. Buying of Tender Documents**

The documents may be purchased from the Bank at Kshs 3,000.00 or be downloaded from the Bank's website and a payment of Kshs 2,000.00 be made at the Bank. In Both cases the bidders must register details in the tender register and attach a copy of the receipt with their bid.

### **2. Performance Bond**

The amount of the Performance Bond shall be 10% of the contract sum and shall be in the form of a Bank Guarantee conforming to the format set out in appendix III of this Tender document and shall remain in force throughout the contract period.

The contract sum for purpose of performance Bond shall be adjusted downward in accordance with the value of deliveries.

### **3. Payment**

Payments shall be made in currency of the bid and against satisfactory delivery, installation, commissioning and testing of the order placed by the Bank.

### **4. Bidding**

The tenderer may quote for all the equipment in the various categories **or** for **ANY** of the equipment in any category. It is not mandatory to quote for all items in each category

#### **Specifications**

5. The tenderer must reproduce the Specifications of the machines quoted for and also submit brochures and relevant literature.

## **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 PARTICULARS TECHNICAL SPECIFICATIONS

1. PERSONAL COMPUTERS	
BRANDED COMPUTERS	MINIMUM REQUIREMENTS
Quantity	227
Processor and Core Logic	Intel at least <b>i3 dual core 3.0</b> GHZ Integrated 512 KB I2 Cache
System Memory	Standard <b>4GB</b> SDRAM,
Storage subsystem	At least <b>500GB</b> HDD SATA 3.0 GB/s DVD Writer
Expansion Slots	3 x 32 bit PCI Slots
Display/ Graphics	17" TFT Flat Panel LCD, same brand as CPU 1024 x 768
Power subsystem (Power Supply Unit)	Input: 220 – 240 VAC Power Range: 380 – 450 Watts
Keyboard and pointing device	Enhanced keyboard 2 button scroll mouse and mouse pads
Audio	Stereo Audio System (Built in), and include Two Speakers (External); TV/Radio Card Pre-installed
Communication Interface	10/100 MBs Fast Ethernet
I/O Interface	1 x Keyboard Port 1 x Mouse Port 1 x 9 Pin Serial Port 1 x 25 Pin Parallel Port 8 x USB Ports (front inclusive) Network Ready (RJ-45) & Internal Modem 1 x VGA port (on Board) HDMI (1)
Operating System	Genuine Windows 7 Professional
Warranty	3 Years
<p>These are <b>MINIMUM</b> Specifications only. Procurement must meet or exceed these specifications. It should be noted that for every item to be evaluated, there <b>MUST</b> be a Manufacturer's brochure availed. All software must include License from manufacturer.</p> <p><b>*Note that the power cord must have a fused three pin power plug.</b></p>	

2. LAPTOPS	
BRANDED PC LAPTOPS	MINIMUM REQUIREMENTS
Quantity	28
Processor and Core Logic	At least Intel <b>i3 dual</b> core 3.0 GHZ
Weight	Less than 5.5lb
System Memory	Standard 4GB SDRAM,
Storage	250GB HDD DVD –ROM/ CD-ROM (RW)
Power system	Power management standard to support standby and hibernation power saving modes 60 Wh battery pack At least 4 hour Battery life (when unplugged)
Display Graphics	15" TFT color LCD, 1024x768

<b>Keyboard and pointing device</b>	Windows keyboard
	Built-in pointing device
	External Mouse and mouse pad
	12 function keys, 4 cursor keys
<b>Audio</b>	PCI 3D Audio System
	Built-in microphone
<b>Communication Interface</b>	10/100 Mbps Fast Ethernet, RJ45 jack, Built-in wireless connectivity facility
<b>I/O Interface</b>	1 x PS/2 compatible Keyboard
	1 x PS/2 compatible Mouse
	1 x 9 Pin Serial Port
	1 x 25 Pin Parallel Port
	2 x USB Ports
	1 x external VGA port
<b>Operating System</b>	Genuine MS Windows 7 enterprise
	Adobe PDF File writer and Adobe Acrobat Reader CDs (both licensed)
<b>Accessories</b>	Carry case; PowerPoint Driver + Remote
<b>Warranty</b>	3 Years
<p>These are <b>MINIMUM</b> Specifications only. Procurement must meet or exceed these specifications. It should be noted that for every item to be evaluated, there <b>MUST</b> be a Manufacturer's brochure availed.</p> <p><b>*Note that the power cord must have a fused three pin power plug.</b></p>	

<b>3. IPADS</b>	
<b>IPADS</b>	<b>MINIMUM REQUIREMENTS</b>
<b>Quantity</b>	<b>1</b>
Processor and Core Logic	IPAD 3
System Memory	64 MB
Projector Adapter	Projector connector to VGA Adapter with Audio Support, compatible with ipad 3
Accessories	iPad Smart Case and all other standard IPAD 3 accessories
Warranty	3 Years
<p>These are <b>MINIMUM</b> Specifications only. Procurement must meet or exceed these specifications. It should be noted that for every item to be evaluated, there <b>MUST</b> be a Manufacturer's brochure availed.</p> <p><b>*Note that the power cord must have a fused three pin power plug.</b></p>	

#### 4. SCANNERS, PRINTERS AND ACCESSORIES

ITEMS		QTY	UNIT COST	TOTAL
<b>A</b>	<b>LaserJet printers with the following minimum specifications:</b> <ul style="list-style-type: none"> <li>• Printer type: LaserJet Black</li> <li>• Print Speed: Up to 52 ppm</li> <li>• Print resolution, black: Up to 1200 x 1200 dpi</li> <li>• Monthly duty cycle: Up to 225,000 pages</li> <li>• Memory: 512 MB</li> <li>• Processor speed: 800 Mhz</li> <li>• Automatic Duplex Printing</li> <li>• Connectivity: 1 Hi-Speed USB 2.0; 1 Gigabit Ethernet 10/100/1000 (including USB cable)</li> <li>• Warranty: 1-year on-site warranty (parts and labour)</li> </ul>	<b>25</b>		
<b>B</b>	<b>Colour LaserJet printer with the following minimum specifications:</b> <ul style="list-style-type: none"> <li>• Printer type: LaserJet color</li> <li>• Print Speed: Up to 35 ppm</li> <li>• Print resolution, black/colour: Up to 1200 x 1200 dpi</li> <li>• Monthly duty cycle: Up to 100,000 pages</li> <li>• Memory: 512 MB</li> <li>• Automatic Duplex Printing</li> <li>• Processor speed: 800 Mhz</li> <li>• Connectivity: 1 Hi-Speed USB 2.0; 1 Gigabit Ethernet 10/100/1000 (including USB cable)</li> <li>• Warranty: 1 -year on-site warranty (parts and labour)</li> </ul>	<b>13</b>		
<b>C</b>	<b>Wifi Color Printer Multifunctional with the following minimum specifications:</b> <ul style="list-style-type: none"> <li>• Printer type: LaserJet color</li> <li>• Print Speed b/w: Up to 16 ppm</li> <li>• Print Speed color: Up to 4ppm</li> <li>• Print resolution, black/colour: Up to 600 x 600 dpi</li> <li>• Paper Handling: 250-sheet input tray, 50 sheet multi-purpose tray</li> <li>• Special Features <ul style="list-style-type: none"> <li>○ Copying capability</li> <li>○ Scanning capability</li> <li>○ LCD preview Display</li> </ul> </li> <li>• Processor speed: 600 Mhz</li> <li>• Memory :128 MB</li> <li>• Connectivity: 1 Hi-Speed USB 2.0; 1 Gigabit Ethernet 10/100/1000 (including USB cable)</li> <li>• Wireless – 802.11b/g/n</li> <li>• Warranty: 1 -year on-site warranty (parts and labour)</li> </ul>	<b>1</b>		
<b>D</b>	<b>Portable - Document Scanner</b>	<b>3</b>		



ITEMS	QTY	UNIT COST	TOTAL
<p>Type: Desktop type sheet fed scanner  Optical Resolution: 600 dpi  Light Source: RGB LED  Scanning Speed:</p> <ul style="list-style-type: none"> <li>• B&amp;W/ Grayscale: 200/ 300dpi: 20ppm (simplex); 40ipm (duplex)</li> <li>• Colour: 200dpi: 20ppm (simplex); 40ipm (duplex)</li> <li>• Colour: 300dpi: 13ppm (simplex); 26ipm (duplex)</li> </ul> <p>Document size</p> <ul style="list-style-type: none"> <li>• Width: 50-216 mm Length: 53.9-356 mm</li> <li>• Long Document Mode: 1000 mm max. (Adjustable in control panel) (Embossed card and Horizontal scanning is supported)</li> <li>• Paper Separation: Retard Roller</li> <li>• Feeder Capacity: 50 sheets (80gsm)</li> <li>• Output Resolution: 100 x 100dpi, 150 x 150dpi, 200 x 200dpi, 240 x 240dpi, 300 x 300dpi, 400 x 400dpi, 600 x 600dpi</li> </ul> <p>Output Mode</p> <ul style="list-style-type: none"> <li>• Binary: B&amp;W/ Error Diffusion/ Advanced Text Enhancement I &amp; II</li> <li>• Gray scale: 8 bit (256 level) Gray scale</li> <li>• Colour: 24bit colour</li> </ul> <p>Image Processing</p> <ul style="list-style-type: none"> <li>• Advanced Text Enhancement (I &amp; II) Prevent Bleed Through/ Remove Background Auto Page Size Detection &amp; Deskew Moire Reduction Skip Blank Page Auto Colour Detection Text Orientation Recognition Colour Dropout &amp; Enhancement</li> </ul> <p>Interface: High Speed USB 2.0 (Include Cable)  Weight: Approx. 2.4 kg  Bundled Software: Compatible with Windows 7: 32 &amp; 64 bit  Manufacturer warranty</p>			
<p><b>E High Speed Document Scanners</b>  Scanner type: Flatbed  Scan resolution: Optical Up to 2400 dpi  Bit depth: 48-bit  Levels of grayscale: 256  Automatic Document Feeder</p> <ul style="list-style-type: none"> <li>○ Capacity: Standard, 50 sheets</li> <li>○ Speed: Up to 12 ppm/6 ipm duplex</li> </ul> <p>Task speed:</p> <ul style="list-style-type: none"> <li>○ Less than 15 sec: 4 x 6-in color photo into Microsoft Word; less than 33 sec: OCR a full page of text into Microsoft Word; less than 18 sec: e-mail photo</li> </ul> <p>Document Size</p>	<b>2</b>		

ITEMS	QTY	UNIT COST	TOTAL
<ul style="list-style-type: none"> <li>○ Scan size, maximum (flatbed): 8.5 x 14 in</li> <li>○ Scan size, maximum (ADF): 8.5 x 14 in (one-sided); 8.5 x 12 in (two-sided)</li> <li>○ Scan Size Minimum (ADF, imperial): 6 x 4.5 in (one-sided); 6 x 9 in (two-sided)</li> </ul> <p>Media types:</p> <ul style="list-style-type: none"> <li>○ Paper (banner, inkjet, photo, plain), envelopes, labels, cards (greeting, index), 3-D objects, 35 mm slides and negatives (using transparent materials adapter), iron-on transfers</li> </ul> <p>Scan file formats:</p> <ul style="list-style-type: none"> <li>○ Windows: BMP, JPEG, GIF, TIFF, TIFF compressed, PNG, PCX, Flashpix (FPX), PDF, PDF, HTML, Rich Text</li> </ul> <p>Preview scan speed: Up to 6 sec  Scan to: email, image, OCR, file, USB  Connectivity: Standard Hi-speed USB (include a cable)  Compatible Operating Systems: Windows XPP; Windows 7 Pro 32 &amp; 64 bit  Product Dimensions: 19.21 x 13.39 x 6.38 in  Product weight: 12.6 lb  Warranty: 1-year on-site warranty (parts and labour)</p>			
<p><b>F</b>     <b>Branded Colour Multifunction printer with the following minimum specifications:</b></p> <ul style="list-style-type: none"> <li>● Functions: Colour Printing, Colour Copying, Colour Digital Sending, Black-and-white fax</li> <li>● Multi-tasking capabilities</li> <li>● General Specifications:- <ul style="list-style-type: none"> <li>○ Scanner type : Flatbed, ADF scanner</li> <li>○ ADF capacity: 50 sheets</li> <li>○ Paper trays: 4</li> <li>○ Input capacity: 1600 sheets</li> <li>○ Output capacity: 500 sheets</li> <li>○ Standard envelope capacity: 20 envelopes</li> <li>○ Media types: Paper(plain, preprinted, letterhead, prepunched, bond, recycled, colour, light, intermediate, heavy, rough, glossy, heavy glossy, tough),transparencies, labels, envelopes, card stock</li> <li>○ Media sizes: Letter, legal, statement, executive, envelopes (No.10, commercial)</li> <li>○ Print cartridges: 4 (1 each black, cyan, magenta, yellow)</li> <li>○ Multitasking capability: Yes</li> </ul> </li> <li>● Printer Specifications:- <ul style="list-style-type: none"> <li>○ Print technology: Laser</li> <li>○ Print speed, black : 31 ppm</li> <li>○ Print speed, colour : 31 ppm</li> <li>○ Monthly volume: 75,000 pages</li> <li>○ Print Quality/ black/colour : 1200 X 600 dpi</li> </ul> </li> </ul>	<b>2</b>		

ITEMS	QTY	UNIT COST	TOTAL
<ul style="list-style-type: none"> <li>○ Memory: 512 MB</li> <li>○ Processor: 515 MHz</li> <li>○ Connectivity: Bidirectional IEEE-1284C parallel port, Hi-Speed USB 2.0 port (compatible with USB 2.0 specifications), Jet direct Fast Ethernet Embedded Print Server, 1 open EIO slot, foreign interface harness, host USB accessory port.</li> <li>○ Duplex printing (printing on both sides of paper) : Automatic</li> <li>● Fax Specifications:- <ul style="list-style-type: none"> <li>○ Fax resolution, black (dots per inch): 300 x 300 dpi</li> <li>○ Fax transmission speed (seconds per page) : 33.6 kbps</li> <li>○ Fax auto redial, Fax forwarding, Fax auto-reduction, Junk fax barrier, Polling</li> <li>○ Fax broadcast: 100</li> </ul> </li> <li>● Copier Specifications:- <ul style="list-style-type: none"> <li>○ Copy speed, black (copies per minute): 31 cpm</li> <li>○ Copy speed, colour (copies per minute):31 cpm</li> <li>○ Copy resolution : Up to 1200 x 600 dpi for both black and colour</li> <li>○ Copy settings : Scalability, contrast, background removal, sharpness, N- or Z-ordering, orientation</li> <li>○ Maximum number of copies: up to 999 copies</li> <li>○ Copy reduce/enlarge settings: 25 to 400%</li> </ul> </li> <li>● Scanner Specifications:- <ul style="list-style-type: none"> <li>○ Optical Scan resolution, Up to 600 dpi</li> <li>○ Maximum scan size : 8.5x14in (Letter size via the glass), (Legal size via the ADF)</li> <li>○ Scan speed 30 ipm</li> </ul> </li> <li>● Connectivity:- <ul style="list-style-type: none"> <li>○ USB 2.0, Ethernet, PictBridge, RJ-11 fax (include USB cables)</li> <li>○ Embedded print server(optional)</li> </ul> </li> <li>● CD-ROM (includes User's Guide and hardware drivers)</li> <li>● Compatible with Windows 7 32 &amp; 64bit</li> <li>● 1-year on-site warranty (parts and labour)</li> <li>● Training for Users &amp; Maintenance staff</li> </ul>			
<p><b>G</b> <b>Branded Multifunctional Copier with the following minimum specifications:</b></p> <ul style="list-style-type: none"> <li>● Black &amp; White Multifunctional System - Print/Scan/Copy</li> <li>● General Specifications:- <ul style="list-style-type: none"> <li>○ Scanner type : Flatbed, ADF scanner</li> <li>○ ADF capacity: 50 sheets</li> <li>○ Input capacity: 1600 sheets</li> <li>○ Output capacity: 500 sheets</li> <li>○ Media types: Paper(plain, preprinted, letterhead, prepunched, bond, recycled, colour, light, intermediate, heavy, rough, glossy, heavy glossy,</li> </ul> </li> </ul>	<b>3</b>		

	ITEMS	QTY	UNIT COST	TOTAL
	<p>tough), transparencies, labels, envelopes, card stock</p> <ul style="list-style-type: none"> <li>○ Media sizes: Letter, legal, statement, executive, envelopes (No.10, commercial)</li> <li>● Printer Specifications:- <ul style="list-style-type: none"> <li>○ Print technology: Laser</li> <li>○ Print speed, black : 30 ppm</li> <li>○ Monthly volume: 100,000 pages</li> <li>○ Print Quality black: 600 X 600 dpi</li> <li>○ Memory: 2GB</li> <li>○ Processor: 600 mhz</li> <li>○ Connectivity: Bidirectional IEEE-1284C parallel port, Hi-Speed USB 2.0 port (compatible with USB 2.0 specifications), Jetdirect Fast Ethernet Embedded Print Server, 1 open EIO slot, foreign interface harness, host USB accessory port.</li> <li>○ Duplex printing (printing on both sides of paper) : Automatic</li> </ul> </li> <li>● Copier Specifications:- <ul style="list-style-type: none"> <li>○ Copy speed, black (copies per minute): 30 cpm</li> <li>○ Continuous Copy 1 - 999 / Auto Reset to 1Copy settings : Scalability, contrast, background removal, sharpness, N- or Z-ordering, orientation</li> <li>○ Copy reduce/enlarge settings: 25 to 400%</li> </ul> </li> <li>● Scanner Specifications:- <ul style="list-style-type: none"> <li>○ Optical Scan resolution, Up to 600 dpi</li> <li>○ Maximum scan size : 8.5x14in (Letter size via the glass), (Legal size via the ADF)</li> <li>○ Scan speed 30 ipm</li> </ul> </li> <li>● Connectivity:- <ul style="list-style-type: none"> <li>○ USB 2.0, Ethernet, PictBridge (include USB cables)</li> <li>○ Embedded print server(optional)</li> </ul> </li> <li>● CD-ROM (includes User's Guide and hardware drivers)</li> <li>● Compatible with Windows 7 32 &amp; 64bit</li> <li>● 1-year on-site warranty (parts and labour)</li> <li>● Training for Users &amp; Maintenance staff</li> </ul>			
H	<p><b>LCD Projector with the following Minimum Specifications:-</b></p> <ul style="list-style-type: none"> <li>● LCD Display Technology</li> <li>● General Aspect Ratio 16:10 (Native) 16:9, 4:3, 5:4</li> <li>● Computer Compatibility - VGA /SVGA/ XGA/ SXGA</li> <li>● Video Compatibility NTSC, NTSC 4.43, PAL, PAL-M, PAL-N, PAL 60, SECAM, HDTV (480i, 480p, 576i, 576p, 720p, 1080i, 1080p)</li> <li>● Native resolution - 1080x800 Color Pixels</li> <li>● Intelligent resizing - I280xI024</li> <li>● Brightness- 3500ANSI Lumens or higher</li> <li>● Contrast Ratio - 4000:1</li> </ul>	4		

ITEMS	QTY	UNIT COST	TOTAL
<ul style="list-style-type: none"> <li>• Projection mode – Front, Rear, Ceiling, Desktop</li> <li>• Optical Zoom - 1.2:1 or higher (Motorized Zoom &amp; Focus (Controlled by a Remote)</li> <li>• Remote Control - Remote control unit for PC and Mouse with inbuilt laser pointer</li> <li>• Terminals ports with connectors (Input/output) - Video IN, S Video IN, RGBIN, Audio IN, RGBOUT</li> <li>• Key stone/Lens shift - Digital</li> <li>• Brightness Uniformity 80%</li> <li>• Accessories - Standard accessories, power cord, RGB cable, Video Audio Cable, Component Cable PS/2 mouse cable, remote controller</li> <li>• Carrying bag - Hard case high Impact, durable case for LCD Projectors (black )</li> <li>• 2 year Warranty</li> <li>• Two year after sales service and support at site</li> </ul>			
<p><b>I CEILING MOUNT LCD PROJECTOR with the following Minimum Specifications:-</b></p> <ul style="list-style-type: none"> <li>• LCD Display Technology</li> <li>• General Aspect Ratio 16:10 (Native) 16:9, 4:3, 5:4</li> <li>• Computer Compatibility - VGA /SVGA/ XGA/ SXGA</li> <li>• Video Compatibility NTSC, NTSC 4.43, PAL, PAL-M, PAL-N, PAL 60, SECAM, HDTV (480i, 480p, 576i, 576p, 720p, 1080i, 1080p)</li> <li>• Native resolution - 1080x800 Color Pixels</li> <li>• Intelligent resizing - 1280x1024</li> <li>• Brightness- 3500ANSI Lumens or higher</li> <li>• Contrast Ratio - 4000: 1</li> <li>• Projection mode – Ceiling</li> <li>• Optical Zoom - 1.2:1 or higher (Motorized Zoom &amp; Focus (Controlled by a Remote)</li> <li>• Remote Control - Remote control unit for PC and Mouse with inbuilt laser pointer</li> <li>• Terminals ports with connectors (Input/output) - Video IN, S Video IN, RGBIN, Audio IN, RGBOUT</li> <li>• Key stone/Lens shift - Digital</li> <li>• Brightness Uniformity 80%</li> <li>• Accessories - Standard accessories, power cord, RGB cable, Video Audio Cable, Component Cable PS/2 mouse cable, remote controller</li> <li>• Carrying bag - Hard case high Impact, durable case for LCD Projectors (black )</li> <li>• 1 year Warranty</li> <li>• One year after sales service and support at site</li> <li>• Ceiling Mounting accessories</li> </ul>	<b>1</b>		

ITEMS		QTY	UNIT COST	TOTAL
J	<p><b>Projector Screen with the following Minimum Specifications:-</b></p> <ul style="list-style-type: none"> <li>• Mounting Orientation: Portable Screen</li> <li>• Screen Surface: Matte white</li> <li>• Aspect Ratio: 1.33;Width/Height-4:3</li> <li>• Retractable with tripod</li> <li>• Adjustable masking borders</li> <li>• Tab tensioned</li> <li>• Screen Size: 70''X 70''</li> <li>• Manufacturer warranty</li> </ul>	3		
K	<p><b>CEILING MOUNT ELECTRIC PROJECTOR SCREEN with the following Minimum Specifications:-</b></p> <ul style="list-style-type: none"> <li>• Mounting Orientation: Wall Mount or Ceiling</li> <li>• Screen Surface: Matte white</li> <li>• Aspect Ratio: 1.33;Width/Height-4:3</li> <li>• Adjustable masking borders</li> <li>• Remote Controlled</li> <li>• Screen Size: 70''X 70''</li> <li>• Manufacturer warranty</li> </ul>	1		
L	<p><b>External Hard Disks</b></p> <ul style="list-style-type: none"> <li>• Capacity: 500GB</li> <li>• Super Speed USB 3.0 compliant and backwards compatible with USB 2.0 <ul style="list-style-type: none"> <li>- Connection bandwidth up to 5Gb/s</li> <li>- Durable anti-shock rubber outer case</li> <li>- Advanced internal hard drive suspension system</li> <li>- Easy Plug and Play operation – no drivers required</li> <li>- USB powered – no external adapter necessary</li> <li>- Power saving sleep mode</li> <li>- One Touch Auto-Backup button</li> <li>- LED power / data transfer activity indicator</li> <li>- Three-year Limited Warranty</li> </ul> </li> </ul>	15		
M	<p><b>WALL MOUNT LCD FLATSCREEN TV/MONITOR</b></p> <ul style="list-style-type: none"> <li>• Screen Size 42''</li> <li>• Resolution 1920 x 1080p</li> <li>• Display Type LCD</li> <li>• MPRT 60</li> <li>• HDMI ports 2</li> <li>• Warranty 1 year parts and labour</li> </ul>	2		
O	<p><b>MULTIFUNCTION COPIER</b></p> <ul style="list-style-type: none"> <li>• 80 ppm A4/A3 Departmental Copier / Network Printer / Network Scanner.</li> <li>• Output Speed: Up to 80 ppm A4 / Up to 41 ppm</li> </ul>	1		

ITEMS		QTY	UNIT COST	TOTAL
	<p>A3</p> <ul style="list-style-type: none"> <li>Resolution: 600 x 600 dpi copy / print / scan</li> <li>First Copy Out Time: 2.9 seconds</li> <li>Paper Capacity: Standard 2x 1,500 sheet decks + 2x 550 sheet paper draws + 100 sheet MPT</li> <li>Scheduled Service Interval: 500,000 pages</li> <li>Document Feeder: 200 sheet simultaneous dual scan</li> <li>Multifunctional Options: <ul style="list-style-type: none"> <li><b>Network Scanning</b> scan to PC, scan to e-mail, network TWAIN, scan to FTP</li> <li><b>Network Printing</b> ethernet 10 BaseT/100 Base TX, PCL6/PCL5e, PDL KPD 3 (PostScript 3 compatible)</li> </ul> </li> <li>Paper Handling Options: 4,000 sheet high capacity feeder 3,000 sheet multi-finisher with 4 position stapling 2/4 hole punch 5 bin multi-tray Booklet folder</li> <li>Security Options: Data Security Kit</li> <li>Training for users and maintenance staff</li> </ul>			
N	<p><b>Dot Matrix Printer with the following minimum specifications:</b></p> <ul style="list-style-type: none"> <li>Printing Method: Impact Dot Matrix, wide carriage</li> <li>Pins in Head: 24 pins</li> <li>Print Direction: Bi-directional with logic seeking</li> <li>Print Speed: <ul style="list-style-type: none"> <li>High Speed Draft :480cps</li> <li>Draft: 360cps</li> <li>Letter Quality: 120cps</li> </ul> </li> <li>Printer Language: ESC/P2, IBM 2391 Plus emulation (IBM ProPrinter compatible)</li> <li>Connectivity: Bi-directional parallel interface (IEEE-1284 nibble mode supported), USB 2.0 (Full Speed)</li> <li>Warranty: 1 -year on-site warranty (parts and labour)</li> </ul>	1		
			<b>GRAND TOTAL</b>	

## SECTION VI- SCHEDULE OF REQUIREMENTS

Number	Description	Quantity	Delivery schedule (shipment) Weeks/months
1.	<b>COMPUTERS</b>	<b>227</b>	
2.	<b>LAPTOPS</b>	<b>28</b>	

3.	<b>IPADS</b>	<b>1</b>	
4.	<b>PRINTERS, SCANNERS AND ACCESSORIES</b>		
A.	<b>LaserJet printers with the following minimum specifications:</b>	<b>25</b>	
B.	<b>Colour LaserJet printer as per specifications</b>	<b>13</b>	
C.	<b>Wifi Color Printer Multifunctional as per specifications</b>	<b>1</b>	
D.	<b>Portable - Document Scanner</b>	<b>3</b>	
E.	<b>High Speed Document Scanners</b>	<b>2</b>	
F.	<b>Branded Colour Multifunction printer as per specifications</b>	<b>2</b>	
G.	<b>Branded Multifunctional Copier as per specifications</b>	<b>3</b>	
H.	<b>LCD Projector as per Specifications</b>	<b>4</b>	
I.	<b>CEILING MOUNT LCD PROJECTOR as per Specifications.</b>	<b>1</b>	
J.	<b>Projector Screen as per Specifications</b>	<b>3</b>	
K.	<b>CEILING MOUNT ELECTRIC PROJECTOR SCREEN as per specifications.</b>	<b>1</b>	
L.	<b>External Hard Disks</b>	<b>15</b>	
M.	<b>WALL MOUNT LCD FLATSCREEN TV/MONITOR to per specifications</b>	<b>2</b>	
N.	<b>Branded Multifunctional Copier (BIG) as per specifications</b>	<b>1</b>	
O.	<b>Dot Matrix Printer with the following minimum specifications</b>	<b>1</b>	



**SECTION VIII - PRICE SCHEDULE FOR GOODS**

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

1	2	3	4	5	6	7
Item	Description	Country of origin	Quantity	Unit price	Total Price Delivered Duty Paid (DDP) per item (cols. 4x5)	Unit price of other incidental services payable

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

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

## SECTION VIII - TENDER TECHNICAL EVALUATION, QUALIFICATION AND AWARD

The received tenders will be evaluated in three stages:

- A. Mandatory Requirements
- B. Technical Evaluation
- C. Financial Evaluation

### A. MANDATORY REQUIREMENTS (MR)

The following mandatory requirements must be met notwithstanding other requirements in the documents:

No	Requirements	Tenderer's Response
MR 1	Provide documentary evidence of the company's Certificate of Incorporation (Legal structure)	
MR 2	Provide copy of the company's current Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA) <b>Valid up to the date of tender opening.</b>	
MR 3	Submit a completed company's profile using the Confidential Business Questionnaire provided in this tender document.	
MR 4	Provide a copy of Official receipt from the CBK as evidence of having bought the tender document.	
MR 5	Provide copies of audited accounts for the company for the last three accounting years.	
MR 6	Submit with tender a Bid bond of 2% of the tender sum	
MR 7	Provide proof of authorization & Support by the equipment manufacturers to sell/service the product in Kenya. A letter of authorization/Tenderer recommendation should be signed by the manufacture	

## B. TECHNICAL EVALUATION

NO.	EVALUATION ATTRIBUTE	CRITERIA	SCORE %
T1	Compliance with Technical requirements for items quoted for.	Full compliance, full score. Non-compliance, no score	60
T2	Number of years in the business of supply of ICT equipment being quoted for.	<ul style="list-style-type: none"> <li>• 5 Years and above: <b>5%</b></li> <li>• Others prorated at:</li> </ul> $\frac{\text{Number of years} \times 5}{5}$	5
T3	Qualified staff to support equipment supplied. Please provide CVs + Technical Certificates (These MUST be provided, otherwise, no score).	<ul style="list-style-type: none"> <li>• 5 or more staff: <b>10%</b></li> <li>• Others prorated at:</li> </ul> $\frac{\text{Number of clients} \times 10}{5}$	10
T4	Provide a list of clients and give references of which the company has installed similar systems each valued at KShs 5 million and above in the last 5 years.	<ul style="list-style-type: none"> <li>• 5 or more clients: <b>5%</b></li> <li>• Others prorated at:</li> </ul> $\frac{\text{Number of clients} \times 5}{5}$	5
T5	Financial Stability a) Profitability Margin	A margin above : 30% will score 5 marks; 10-29 % 3 marks and below 10% 1 mark	5
	b) Liquidity Ratio	2:1 – 5 marks; 1:1 –3 marks; less than 1:1 1 mark	5
T6	Delivery/ completion period after the award of tender (the quoted period should be realistic)	<ul style="list-style-type: none"> <li>• Shortest period: <b>10%</b></li> <li>• Others prorated at:</li> </ul> $\frac{\text{Shortest Period} \times 10}{\text{Tender period}}$	10
	<b>TOTAL</b>		<b>100%</b>

**Note:**

✓ **Profitability Margin** =  $\frac{\text{EBIT}}{\text{Gross Revenue/Sales}}$

✓ **Current Ratio** =  $\frac{\text{Current Assets}}{\text{Current Liabilities}}$

✓ **EBIT** = Earnings Before Interest and Taxes  
Only tenders who **score 75 and above out of the maximum 100 scores** on the above Technical Evaluation will qualify for Financial Evaluation.

## A. FINANCIAL EVALUATION

### LOWEST EVALUATED TENDER (LET)

Only tenderers who **score 75 of the total 100 score** on the Technical Evaluation **FOR ITEMS QUOTED** for will have their financial proposal evaluated **PER ITEM TYPE** and ranked, with the best ranked having the lowest price **per item type** and will be declared the Lowest Evaluated Tender (LET).

## SECTION IX - STANDARD FORMS

### 8.1 FORM OF TENDER

To: \_\_\_\_\_  
Date \_\_\_\_\_  
Tender No. \_\_\_\_\_  
\_\_\_\_\_  
*[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

<i>Part 1 – General:</i>			
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
.....			

Part 2 (a) – Sole Proprietor			
Your name in full	.....	Age	.....

	<p>.....  Nationality ..... Country of origin  .....  • Citizenship details  .....  .....  •</p>																												
	<p style="text-align: center;"><b>Part 2 (b) Partnership</b></p> <p>Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 40%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 25%;">Citizenship</th> </tr> </thead> <tbody> <tr> <td>Details</td> <td>Shares</td> <td></td> <td></td> </tr> <tr> <td></td> <td>1. ....</td> <td></td> <td></td> </tr> <tr> <td></td> <td>2. ....</td> <td></td> <td></td> </tr> <tr> <td></td> <td>3. ....</td> <td></td> <td></td> </tr> <tr> <td></td> <td>4. ....</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>.....</p> <p>State the nominal and issued capital of company-</p> <p>Nominal Kshs. ....</p> <p>Issued Kshs. ....</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 40%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 25%;">Citizenship</th> </tr> </thead> <tbody> <tr> <td>Details</td> <td>Shares</td> <td></td> <td></td> </tr> <tr> <td></td> <td>1. ....</td> <td></td> <td></td> </tr> <tr> <td></td> <td>2. ....</td> <td></td> <td></td> </tr> <tr> <td></td> <td>3. ....</td> <td></td> <td></td> </tr> <tr> <td></td> <td>4. ....</td> <td></td> <td></td> </tr> <tr> <td></td> <td>5. ....</td> <td></td> <td></td> </tr> </tbody> </table>		Name	Nationality	Citizenship	Details	Shares				1. ....				2. ....				3. ....				4. ....				5. ....		
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	1. ....																												
	2. ....																												
	3. ....																												
	4. ....																												
	5. ....																												
	<p>Date ..... Signature of Candidate  .....</p>																												

- 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 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.

---

*[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.

**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