



NATIONAL AIDS CONTROL COUNCIL

TENDER FOR MAINTENANCE AND SERVICE OF OFFICE AUTOMATION  
EQUIPMENT

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TENDER NO. NACC/010/2015/2016

CLOSING DATE: APRIL 20, 2016  
10.00am

APRIL, 2016

ISSUED BY:

National AIDS Control Council (NACC)  
Landmark Plaza, 9th Floor  
Argwings Kodhek Road  
P. O. Box 61307 - 00200  
NAIROBI (KENYA)  
TEL: +254-020-2715109/2711261/2715144  
FAX: +254-20- 2711072

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## SECTION A-TENDER NOTICE

Date **1/04/2016**

REFERENCE: TENDER NO: **NACC/010/2015-2016** MAINTENANCE AND SERVICE OF OFFICE AUTOMATION EQUIPMENT. TENDER REF. **NO NACC/010/2015-2016**

The **National AIDS Control Council** invites sealed tenders from eligible candidates for the **maintenance and service of office automation equipment**

- 1.1 Interested eligible candidates may obtain further information from and inspect the tender documents at the National AIDS Control Council Landmark Plaza Opposite the Nairobi Hospital, P. O Box 61307 00200 Nairobi, *8<sup>th</sup> floor from Procurement Division Office*
- 1.2 A complete tender document may be obtained by interested candidates by downloading **for free from NACC website [www.nacc.or.ke](http://www.nacc.or.ke)** under Media/ Tenders OR upon payment of a non-refundable fee of Kshs. 1,000 in cash or bankers cheque payable to the Director, NACC for hard copy documents
- 1.3 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for period of (90) days from the closing date of the tender.
- 1.4** Tenders must be accompanied by a bid security in the form of bankers cheque or bank guarantee of **Kshs. 250,000/** and must be deposited in the Tender Box on 9<sup>th</sup> Floor or be delivered to the Director National AIDS Control Council **on 9<sup>th</sup> Floor of Landmark Plaza situated on Agwings Kodhek Rd Opposite Nairobi Hospital or before 20<sup>th</sup> April 2016 at 10.00 AM**
- 1.5 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at **6<sup>th</sup> Floor Boardroom of Landmark Plaza situated on Agwings Kodhek Rd Opposite Nairobi Hospital**

Clauder N. Musi  
Head, Procurement Division  
National AIDS Control Council

For *Director, NACC*

Date 01/04/2016

## Section B: Invitation for Tenders

To

Dear Sir/Madam:

Reference: TENDER NO: NACC/010/2015-2016- MAINTENANCE AND SERVICE OF OFFICE AUTOMATION EQUIPMENT. TENDER REF. NO NACC/010/2015-2016

*We hereby invite you and other qualified tenderers to submit sealed tenders for the execution and completion of the above tender.*

You may obtain a complete set of Tender document from - National AIDS Control Council P.O.BOX 61307-00200 NAIROBI KENYA, Landmark Plaza 8<sup>th</sup> floor, from the Procurement Division Desk or downloaded from NACC Website; [www.nacc.or.ke](http://www.nacc.or.ke) or through email

E-mail musicn@nacc.or.ke, nchoge@nacc.or.ke

All Tenders must be accompanied by Bid Security of Kshs. 250,000 in the form of bankers cheque or bank guarantee and must be delivered to:

The Director National AIDS Control Council 9<sup>th</sup> floor Landmark Plaza Opposite the Nairobi Hospital on 9<sup>th</sup> Floor of Landmark Plaza situated on AgwingsKodhek Rd Opposite Nairobi Hospital at or before 10.00 AM on the closing date April 20, 2016.

Tenders will be opened immediately thereafter, in the presence of tenderers' representatives who choose to attend.

Yours faithfully,

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Clauder N. Musi  
Head, Procurement Division  
For: Director  
National AIDS Control Council

## **SECTION C- INSTRUCTIONS TO TENDERERS**

### **1.1. Eligible Tenderers**

- 1.1.1. This Invitation for Tenders is open to all Tenderers eligible as described in the tender documents. Successful Tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 1.1.2. Tenderers shall provide the qualification information statement that the Tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for Tenders.
- 1.1.3. Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

### **1.2. Eligible materials and spares**

- 1.2.1. All consumable materials and spares used under the contract shall have their origin in eligible source countries.
- 1.2.2. For purposes of this clause, “origin” means the place where the materials are mined, grown, or produced. Materials 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.
- 1.2.3. The origin of materials is distinct from the nationality of the Tenderer.

### **1.3. Cost of Tendering**

- 1.3.1. 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.

### **1.4. Contents of Tender Document**

- 1.4.1. The tender document comprises the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders:

- (i) Invitation for Tenders;
- (ii) General information;
- (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

1.4.2. 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.

#### **1.5. Clarification of Documents**

1.5.1. A prospective Tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by cable (hereinafter, the term *cable* is deemed to include telex and facsimile) at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the National AIDS Control Council (NACC) Written copies of the NACC response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Tenderers who have received the tender document.

#### **1.6. Amendment of Documents**

1.6.1. 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.

1.6.2. All prospective candidates who have received the tender documents will be notified of the amendment in writing or by cable, and such amendment will be binding on them.

1.6.3. 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.

#### **1.7. Language of Tender**

1.7.1. The tender prepared by the Tenderer, as well as all correspondence and

documents relating to the tender exchanged by the Tenderer and the Procuring entity, shall be written in English language, 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.

## **1.8. Documents Comprising the Tender**

1.8.1. The tender prepared by the Tenderer shall comprise the following components:

- (a) Tender Form and Price Schedule completed in accordance with paragraph 1.9, 1.10 and 1.11 below;
- (b) Documentary evidence established in accordance with paragraph 1.12 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 1.13 that the materials and spares to be used by the Tenderer for the services contract conform to the tender documents; and
- (d) Tender security furnished is in accordance with paragraph 1.14;
- (e) Confidential Business Questionnaire.

## **1.9. Tender Form**

1.9.1. The Tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed, a brief description of the materials and spares, their country of origin, quantity, and prices.

## **1.10. Tender Prices**

1.10.1. The Tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.

1.10.2. Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

1.10.3. Prices quoted by the Tenderer shall be fixed during the Term 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 1.22.

## **1.11. Tender Currencies**

1.11.1. Prices shall be quoted in the following currencies:

- (a) For equipment that the Tenderer will supply from within Kenya, the prices shall be quoted in Kenya Shillings; and
- (b) For equipment that the Tenderer will supply from outside Kenya, the prices may be quoted in US Dollars or in another freely convertible currency.
- (c) Cost of installation and commissioning will be in Kenya Shillings.

#### **1.12. Tenderers Eligibility and Qualifications.**

- 1.12.1. Pursuant to paragraph 1.1 of section C, 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.
- 1.12.2. The documentary evidence of the Tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the Tenderer has the financial and technical capability necessary to perform the contract.

#### **1.13. Materials' Eligibility Conformity to Tender Document.**

- 1.13.1. Pursuant paragraph 1.2 of this section, the Tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all materials and spares which the Tenderer proposes to use under the contract.
- 1.13.2. The documentary evidence of the eligibility of the materials and spares shall consist of a statement in the Price Schedule of the country of origin of the materials and spares offered which a certificate of origin issued at the time of shipment shall confirm.
- 1.13.3. The documentary evidence of conformity of the materials and spares 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 equipment;
  - 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 equipment for a period of two (2) years, following commencement of the use of the equipment 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.
- 1.13.4. For purposes of the commentary to be furnished pursuant to paragraph 13.3(b) 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.

#### **1.14. Tender Security**

- 1.14.1. The Tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Invitation to tender.
- 1.14.2. 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 1.14.7
- 1.14.3. 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, 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.
- 1.14.4. Any tender not secured in accordance with paragraph 1.14.1 and 1.14.3 will be rejected by the Procuring entity as nonresponsive, pursuant to paragraph 1.22.
- 1.14.5. 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.
- 1.14.6. The successful Tenderer's tender security will be discharged upon the Tenderer signing the contract, pursuant to paragraph 1.30, and furnishing the performance security, pursuant to paragraph 1.31.
- 1.14.7. 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 1.30  
or
    - ii) to furnish performance security in accordance with paragraph 1.31
  - c) If the Tenderer rejects correction of an arithmetic error in the tender.

#### **1.15. Validity of Tenders**

- 1.15.1. Tenders shall remain valid for **90 days** or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 1.18. A tender valid for a shorter period shall be rejected by the

Procuring entity as nonresponsive.

- 1.15.2. 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 1.14 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.

#### **1.16. Format and Signing of Tender**

- 1.16.1. The Tenderer shall prepare One Copy of the tender, clearly marking each "ORIGINAL TENDER" and "CD Version," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 1.16.2. 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. Written power-of-attorney accompanying the tender shall indicate the latter authorization. The person or persons signing the tender shall initial all pages of the tender, except for un-amended printed literature.
- 1.16.3. 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.

#### **1.17. Sealing and Marking of Tenders**

- 1.17.1. The Tenderer shall seal the original and each copy of the tender in an envelope, duly marking the envelopes as "ORIGINAL" and "CD Version." The envelope shall then be sealed in an outer envelope.
- 1.17.2. Bidders **MUST** provide (2) sealed envelopes containing the Technical and Financial Proposals clearly marked as stipulated under section C, (1.17.1) of the Instructions to Tenderers. The Financial Proposal should be submitted in the format stipulated under section H (ii) i.e. Price Schedule. The mandatory requirements must form part of the technical proposal.
- 1.17.3. The inner and outer envelopes shall:
  - (a) be addressed to the Procuring entity at the following address:

**THE NATIONAL AIDS CONTROL COUNCIL  
P.O. Box - 61307 - 00200 GPO,  
NAIROBI.**

2. Bear: **Tender No: NACC/010/2015-2016** maintenance and service of office automation equipment and the words: "DO NOT OPEN BEFORE," **April 20, 2016 at 10.00 Am.**

- 2.1.1. 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” or unsuccessful at the Technical Evaluation stage.
- 2.1.2. If the outer envelope is not sealed and marked as required by paragraph 17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

## **2.2. Deadline for Submission of Tenders**

- 2.2.1. Tenders must be received by the Procuring entity at the address specified under paragraph 15.2 no later than **April 20, 2016 at 1000 Am.**
- 2.2.2. The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 1.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

## **2.3. Modification and Withdrawal of Tenders**

- 2.3.1. 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 prior to the deadline prescribed for submission of tenders.
- 2.3.2. The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 1.17. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.3.3. No tender may be modified after the deadline for submission of tenders.
- 2.3.4. 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 1.14.7.

## **2.4. Preliminary Examination**

- 2.4.1. The Procuring entity will examine the tenders to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, whether there is statutory compliance and whether the tenders are generally in order.
- 2.4.2. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total

price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures the amount in words will prevail

- 2.4.3. 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.

## **2.5. Tenderer's Responsiveness**

2.5.1. Prior to the detailed evaluation, pursuant to paragraph 1.21, 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.

2.5.2. 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.

## **Opening and Evaluation of Tenders**

2.5.2 The Procuring entity will evaluate and compare the tenders that have been determined to be substantially responsive, pursuant to paragraph 1.21.

In addition, the bidders will be evaluated on the following:-

- Bid security
- Evidence of dealership
- Payment terms including credit period
- Financial capacity
- Past performance

The comparison shall be of the price to include all costs, as well as duties and taxes payable on all the materials to be used in the provision of the services.

The Procuring entity's evaluation of a tender will take into account, in addition to the Tender price, the following factors, in the manner and to the extent indicated in Paragraph 1.22.2 and in the technical specifications:-

- Operational plan proposed in the tender;
- Payment schedule;

Pursuant to paragraph 1.23.1 the following evaluation methods will be applied:

## Operational Plan

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of requirements. A tender offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

### b) Payment Schedule

Tenderers shall state their tender price and terms for the payment. Tenderers will be evaluated on the basis of this base price.

### Contacting the Procuring entity

Subject to paragraph 1.19, no Tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded. 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.

### Award of Contract

#### **(a) Post-qualification**

- 2.5.3. 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.
- 2.5.4. The determination will take into account the Tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Tenderers qualifications submitted by the Tenderer, pursuant to paragraph 12.3, as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.5.5. An affirmative determination will be a prerequisite for award of the contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## 2.6. Award Criteria

2.6.1. Subject to paragraph 1.10, 1.23 and 1.28 the Procuring entity will award the contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the contract satisfactorily.

## 2.7. Evaluation criteria

2.7.1. Preliminary or Administrative Compliance Examination (Mandatory to proceed for further evaluation)

2.7.2. Technical Evaluation - (70% of total marks) Bidders who obtain 70% score and above at the Technical stage shall proceed to financial evaluation Stage.

2.7.3. Financial and Commercial Evaluation - lowest evaluated bidder (30% of total marks)

2.7.4.	<b>MANDATORY REQUIREMENTS:</b> <ul style="list-style-type: none"><li>○ Certificate of Incorporation/Registration</li><li>○ Tax compliance certificate</li><li>○ PIN and VAT certificates</li><li>○ Tender should be valid for (30) Thirty days days from the date of opening.</li><li>○ Bid security of Ksh 250,000.00</li></ul>
2.7.5.	<b>TECHNICAL REQUIREMENTS (SEE APPENDIX)</b> <p>The product offered MUST conform to the technical specifications under section G.</p> <p>Proof of two similar assignments handled in the last 12 months</p> <p>Proof of having sufficient capacity to carry out the assignment</p> <p>List of five reputable clients dealt with in the last 12 months with contact details</p>

## 2.8. Procuring entity's Right to Vary quantities

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

## 2.9. Procuring entity's Right to Accept or Reject Any or All Tenders

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

## 2.10. Notification of Award

2.10.1. 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.

- 2.10.2. The notification of award will constitute the formation of the Contract.
- 2.10.3. Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 1.31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 1.14.

### **2.11. Signing of Contract**

- 2.11.1. 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.
- 2.11.2. 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.

### **2.12. Performance Security**

- 2.12.1. 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.
- 2.12.2. Failure of the successful Tenderer to comply with the requirement of paragraph 1.30 or paragraph 1.31 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.

### **2.13. Corrupt Fraudulent Practices**

- 2.13.1. The Procuring entity requires that Tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, the Procuring entity:-

(a) Defines, for the purposes of this provision, the terms set forth below 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;

- (b) 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;
  - (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.
- 2.13.2. Furthermore, Tenderers shall be aware of the provision stated in the General Conditions of Contract.

## **SECTION D –GENERAL CONDITIONS OF CONTRACT**

### **1.2. Definitions**

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

- (a) “The Contract” means the agreement entered into between the Procuring entity and the Tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the Tenderer under the Contract for the full and proper performance of its contractual obligations.
- (c) “The services” means services to be provided by the Tenderer including materials and spare parts which the Tenderer is required to provide to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- (e) “The Tenderer” means the individual or firm providing the services under this Contract.

### **1.3. Application**

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

1.3.2. These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement of services.

### **1.4. Country of Origin**

1.4.1. For purposes of this Clause, “origin” means the place where the consumable materials and spares used for the provision of services were mined, grown, or produced.

1.4.2. The origin of Materials is distinct from the nationality of the Tenderer.

## **1.5. Standards**

1.5.1. The services provided under this Contract shall conform to the standards mentioned in the Technical Specifications.

## **1.6. Use of Contract Documents and Information**

- 1.6.1. The Candidate shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the Tenderer in the performance of the Contract.
- 1.6.2. The Tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 5.1 above.
- 1.6.3. Any document, other than the Contract itself, enumerated in paragraph 1.5.1 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.

## **1.7. Patent Rights**

- 1.7.1. 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 services or any part thereof in the Procuring entity's country.

## **1.8. Performance Security**

- 1.8.1. 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.
- 1.8.2. 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.
- 1.8.3. 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.
- 1.8.4. 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.

## **1.9. Inspection and Tests**

- 1.9.1. The Procuring entity or its representative shall have the right to inspect and/or to test the services 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.
- 1.9.2. The inspections and tests may be conducted on the premises of the Tenderer or its subcontractor(s). 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.
- 1.9.3. Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the Tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 1.9.4. Nothing in paragraph 2.8 shall in any way release the Tenderer from any warranty or other obligations under this Contract.

1.10. **Payment**

- 1.10.1. The method and conditions of payment to be made to the Tenderer under this Contract shall be specified in Special Conditions of Contract.
- 1.10.2. Payments shall be made promptly by the Procuring entity as specified in the contract.

1.11. **Prices**

- 1.11.1. Prices charged by the Tenderer for 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.

1.12. **Assignment**

- 1.12.1. 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.

1.13. **Subcontracts**

- 1.13.1. 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.

1.14. **Termination** **for** **Default**

- 1.14.1. 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 provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
  - (b) If the 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.
- 1.14.2. In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the Tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

**1.15. Liquidated Damages**

- 1.15.1. If the Tenderer fails to provide any or all of the services 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 price of the unperformed services up to a maximum deduction of 10% of the unperformed services. After this the procuring entity may consider termination of the contract.

**1.16. Resolution of Disputes**

- 1.16.1. The procuring entity and the Tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 1.16.2. If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute the provisions of the Arbitration Act of the Laws of Kenya shall apply.

**1.17. Language and Law**

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

**Force Majeure**

- 1.17.2. 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 E - SPECIAL CONDITIONS OF TENDER

- 1.18. 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.
- a) Tenderers are required to attach certificates of Registration/Incorporation plus Tax compliance certificate/VAT to tender documents.
  - b) Form of Tender, Price Schedule and Schedule of Requirements should be duly filled, signed and stamped.
  - c) The bidders must indicate their payment terms including the credit period.
  - d) Bidders must provide evidence of financial capability to execute the contract from the bank.
  - e) Bidders must attach a Brochure to accompany their bids.

Tender Form Price Schedules

(i) **Form of Tender**

Date: \_\_\_\_\_, 2016

Tender No: NACC/ 010/2015-2016

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 and deliver.....

*[Description of materials and spares]*

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 the materials and spares 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 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. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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 and on behalf of

Name of Tenderer \_\_\_\_\_ Tender Number \_\_\_\_\_.

## SECTION F - SCHEDULE OF REQUIREMENTS

- 1.1. Bidders will be expected to deliver within the period specified in the Bid documents. The department reserves the right to assess the bidders' capability on the same.

## APPENDIX I - EQUIPMENT SCHEDULE

### Schedule of equipment for maintenance

Model	Serial No.	Cost
HP Compaq 620	CNU1062QHD	
HP Compaq 620	CNU1062RSO	
HP Compaq 620	CNU1062Q7L	
HP Compaq 620	CNU1062R9C	
HP Compaq 620	CNU1062R3N	
HP Compaq 620	CNU1062R4B	
HP Compaq 620	CNU1062R31	

CPU	Serial Number	Cost
	705zw	
	70600	
	70601	
	7060h	
	7060s	
	705zf	
	7052w	
	705zz	
	70602	
	705z2	
	7060g	
TFT	3CQ129B001	
	3CQ1140LXX	
	3CQ114SWN	
	3CQ129BCW5	
	3CQ11506TQ	
	3CQ11506VC	
	3CQ124BLYS	
	3CQ129BCTV	
	3CQ129BBNI	
	3CQ129BCW7	
	3CQ129BBKD	
UPS	4B1118220364	
	4B1118220621	
	4B1118220622	
	4B1118220381	
	4B1118220726	

	4B1118220694	
	4B1118220724	
	4B1118220725	
	4B1118220674	
	4B1118220668	
	4B1118220683	
	4B1118220696	

Laptops	SNO	Cost
Toshiba C50	5D1588995	
Hp Pavillion DV7	5CR1211D75	
Toshiba C50	5DI58934S	
Hp Pavillion DV7	SCR1312EDI	
Hp Pavillion DV7	2CE218294V	
Hp Pavillion DV7	2CE218293X	
Hp Pavillion DV7	5CR1391CLH	
Hp Pavillion DV7	5C31390YY5	
Hp Pavillion DV7	2CE218294D	
Toshiba C50	5D158918S	
Hp Pavillion DV7	2CE218294Z	
Hp Pavillion DV7	2CE218294H	
Hp Pavillion DV7	5CR1321C8N	
Hp Pavillion DV7	2CE2182967	
Toshiba U500	1A041135R	
Toshiba	1A24614R	
Toshiba U400	X807922210	
Toshiba C50	5D066069S	
Hp Pavillion DV7	5CR1300R5J	
Toshiba U500	1A041095R	

## Schedule of Desktops

Desktops				Cost
HP CPU	TRF147052F	Monitor	3CQ12QBCW5	
HP CPU	3CQ11506VC	Monitor		
HP CPU	TRF1470524	Monitor	3CQ11506VC	
HP CPU	TRF1470602	Monitor	3CQ129BCW7	
HP CPU	HUB7421QBN	Monitor	CNN7042DCM	
HP CPU	3CQ1140LXX	Monitor		
HP CPU	TRF3250JLH	Monitor	6CM308028X	

## Schedule of Laptops

	Item Name	Serial Number	Location	Cost
1.	Sony Viao	54643235	MIS	
2.	Toshiba	6E100092H	county support	
3.	Toshiba	6E101293H	M&E	
4.	Toshiba	6E101287H	Research	
5.	Toshiba	6E100099H	Research	
6.	Toshiba	6E100030H	coordination and support	
7.	Toshiba	6E100115H	Technical support	
8.	Toshiba	6E104357H	Technical support	
9.	Toshiba	6E101555H	Technical support	
10.	Toshiba	6E101295H	stakeholder coordination	
11.	Toshiba	7E058806H	MIS	
12.	HP	SCR1312ED	county support	
13.	Toshiba	7E058413H	Technical support	
14.	Toshiba	7E058404H	Procurement	

15.	Toshiba	7E058402H	Procurement	
16.	Toshiba	7E058832H	Finance	
17.	Toshiba	6E101295H	Procurement	
18.	Toshiba	7E058444H	Procurement	
19.	Toshiba	7E058439H	Finance	
20.	HP	5cr1211dl2	Procurement	
21.	Toshiba	7E058446H	Finance	
22.	Toshiba	7E058823H	Finance	
23.	Toshiba	7E058416H	Finance	
24.	HP	2CE218294H	Finance	
25.	Toshiba	7E058865H	Finance	
26.	Toshiba	Kamuren	Finance	
27.	Toshiba	7E058866H	Procurement	
28.	Toshiba	5D158934S	HR	
29.	Toshiba	7E058805H	Beyond Zero	
30.	Toshiba	7E0588421H	Beyond Zero	
31.	Toshiba	7E058807H	Audit	
32.	Toshiba	1A041113B	Audit	
33.	Toshiba	1A024603R	Audit	
34.	HP	2CE2182957	Audit	
35.	HP	8CG42505LZ	Beyond Zero	
36.	Toshiba	7E058423H	Technical support	
37.	Sony Viao	54643235-0001369	Technical support	
38.	HP	00196-264-118-395	Finance	

39.	Sony Viao	54643223-0001181	performance management	
40.	HP Pavilion DV7	2ce218293x	m&e	
41.	Toshiba	5d158918s	Investment	
42.	Toshiba	7E058827H	Policy	
43.	Toshiba	5D066069S	directors office	
44.	Toshiba portage	7E063687H	M&E	
45.	Toshiba portage	7E062437H	director office	
46.	HP	5CR1391CLH	MIS	
47.	HP	SN2CE21829YD	MIS	
48.	Toshiba	7E0588410H	Nakuru office	
49.	Toshiba	7E058844H	Nyeri office	
50.	Toshiba	7E058412H	Kakamega office	
51.	Toshiba portage	7E05844415H	Strategy	
52.	Toshiba	7E058842H	Finance	
53	SONY VIAO	54643207002165	Directors Office	
54	TOSHIBA	5D1589085	Kisumu office	
55	Toshiba	Marangu	Coast office.	
56	Toshiba	X 8079222W	Garissa office	
57	HP Pavilion	2CE218294 Z DV7	Nairobi office	

## MONITORS

	SERIAL NUMBER	RED CROSS CODE	NACC CODE	COST
1	6CM224189B	KRCS 4602	NACC 04043	
2	6CM224190B	KRCS 4579	NACC 04052	
3	6CM2241909	KRCS 4559	NACC 04093	
4	6CM224190Z	KRCS 4553	NACC 04087	
5	6CM22414JN	KRCS 4562	NACC 04056	
6	6CM224186M	KRCS 4607	NACC 04054	
7	6CM2241BDC	KRCS 4587	NACC 04055	
8	6CM224186W	KRCS 4605	NACC 04072	
9	6CM2241BDB	KRCS 4598	NACC 04064	
10	6CM224191P	KRCS 4589	NACC 04063	
11	6CM224186X	KRCS 4577	NACC 04059	
12	6CM2241190K	KRCS 4564	NACC 04086	
13	6CM2241BHC	KRCS 4597	NACC 04051	
14	6CM2241BH3	KRCS 4599	NACC 04090	
15	6CM224189D	KRCS 4588	NACC 04081	
16	6CM22414JK	KRCS 4599	NACC 04078	
17	6CM224189F	KRCS 4580	NACC 04076	
18	6CM2241BHN	KRCS 4594	NACC 04071	
19	6CM2241904	KRCS 4561	NACC 04097	
20	6CM22418BN	KRCS 4555	NACC 04067	
21	6CM2241913	KRCS 4590	NACC 04095	
22	6CM2241BDJ	KRCS 4582	NACC 04070	
23	6CM2241BD7	KRCS 4596	NACC0409	
24	6CM224186T	KRCS 4591	NACC 04089	
25	6CM224189C	KRCS 4568	NACC 03152	
26	6CM2241918	KRCS 4606	NACC 03155	
27	6CM224189Q	KRCS 4570	NACC 03164	
28	6CM224190H	KRCS 4610	NACC 03184	
29	6CM22418BG	KRCS 4609	NACC 03185	
30	6CM2241BHH	KRCS 4569	NACC 03173	
31	6CM22414JM	KRCS 4600	NACC 03170	
32	6CM22418B8	KRCS 4563	NACC 03183	
33	6CM224191N	KRCS 4574	NACC 03175	
34	6CM2241BHQ	KRCS4572	NACC 03171	
35	6CM2241B3K	KRCS 4560	NACC 03179	
36	6CM2241BHK	KRCS4586	NACC 03174	

37	6CM22418B2	KRCS 4608	NACC 03182	
38	6CM2241BH6	KRCS 4575	NACC 03180	
39	6CM224189Y	KRCS 4558	NACC 03161	
40	6CM224190L	KRCS 4584	NACC 03176	
41	6CM2241901	KRCS 4556	NACC 03160	
42	6CM224189H	KRCS 4583	NACC 03181	
43	6CM2241BH9	KRCS 4573	NACC 03169	
44	6CM224190R	KRCS 4585	NACC 03172	
45	6CM22418BM	KRCS 4566	NACC 03115	
46	6CM224191X	KRCS 4578	NACC 03114	
47	6CM22414MZ	KRCS 4576	NACC 03109	
48	6CM22418BF	KRCS 4592	NACC 03112	
49	6CM224186P	KRCS 4557	NACC 03116	
50	6CM2241BHB	KRCS 4581	NACC 03118	
51	6CM22418B5	KRCS 4595	NACC 03117	
52	6CM224191Z	KRCS 4571	NACC 03111	
53	6CM224191K	KRCS 4554	NACC 03119	
54	6CM224189G	KRCS 4565	NACC 03123	

	<b>CPU SERIAL NUMBER</b>	<b>RED CROSS CODE</b>	<b>NACC CODE</b>	
1	TRF2400Q50	KRCS 4679	NACC 04040	
2	TRF2400Q53	KRCS 4726	NACC 04006	
3	TRF2400Q55	KRCS 4724	NACC 04044	
4	TRF 2400Q59	KRCS 4711	NACC 04037	
5	TRF 2400Q41	KRCS 4729	NACC 04005	
6	TRG2400QGL	KRCS 4712	NACC 04015	
7	TRF2400QFG	KRCS 4792	NACC 04036	
8	TRF2400QF5	KRCS 4687	NACC 04004	
9	TRF2400QFQ	KRCS 4696	NACC 04039	
10	TRF2400QGT	KRCS 4718	NACC 04031	
11	TRF2400QJD	KRCS 4710	NACC 04069	
12	TRF2400QG2	KRCS 4674	NACC 04053	
13	TRF2400QHZ	KRCS 4682	NACC 04068	
14	TRF2400QH9	KRCS4715	NACC 04001	
15	TRF2400G58	KRCS 4717	NACC 04096	
16	TRF2400QFR	KRCS 4707	NACC 04032	
17	TRF2400QH2	KRCS 4688	NACC 04033	
18	TRF2400QHF	KRCS 4691	NACC 04034	

19	TRF2400QGY	KRCS 4690	NACC 04018	
20	TRF2400QGF	KRCS 4701	NACC 04017	
21	TRF2400QFP	KRCS 4716	NACC 04098	
22	TRF2400QFM	KRCS 4725	NACC 04099	
23	TRF2400QJJ	KRCS 4730	NACC 04079	
24	TRF2400QGK	KRCS 4721	NACC 04007	
25	TRF2400QJC	KRCS 4675	NACC 04016	
26	TRF2400QJH	KRCS 4720	NACC 04100	
27	TRF2400QH7	KRCS 4702	NACC 04088	
28	TRF2400QF3	KRCS 4676	NACC 04065	
29	TRF2400QHX	KRCS 4728	NACC 04066	
30	TRF2400QGS	KRCS 4680	NACC 04045	
31	TRF2400QG3	KRCS4681	NACC 04058	
32	TRF2400QHD	KRCS 4714	NACC 04074	
33	TRF2400QFX	KRCS 4704	NACC 04083	
34	TRF2400QHW	KRCS 4695	NACC 0460	
35	TRF2400QH5	KRCS 4705	NACC 04025	
36	TRF2400QG5	KRCS 4623	NACC 04024	
37	TRF2400QGB	KRCS 4703	NACC 04022	
38	TRF2400QGP	KRCS 4723	NACC 04023	
39	TRF2400QHG	KRCS 4709	NACC 04021	
40	TRF2400QF8	KRCS 4694	NACC 04008	
41	TRF2400QGX	KRCS 4708	NACC 04026	
42	TRF2400QHN	KRCS 4677	NACC 04019	
43	TRF2400QGH	KRCS 4693	NACC 04014	
44	TRF2400QF7	KRCS 4727	NACC 04020	
45	TRF2400QG4	KRCS 4731	NACC 04028	
46	TRF2400QFD	KRCS 4698	NACC 04009	
47	TRF2400QJN	KRCS 4713	NACC 04027	
48	TRF2400QHQ	KRCS 4700	NACC 04030	
49	TRF2400QFL	KRCS 4699	NACC 04011	
50	TRF2400QFS	KRCS 4719	NACC 04035	
51	TRF2400QFH	KRCS 4722	NACC 04010	
52	TRF2400QJB	KRCS 4686	NACC 04012	
53	TRF2400QGV	KRCS 4697	NACC 04029	
54	TRF2400QH4	KRCS 4673	NACC 04013	

## LIST OF SERVERS

No.	BRAND	SERIAL NUMBER	LOCATION	COST
1	HP RACK SERVER	DEH483770V	NACC HQ	
2	RACK SERVER HP	SGB4819002F	NACC HQ	
3	RACK SERVER HP	SGB47200005	NACC HQ	
4	SERVER HP COMPAQ PROLIANT ML350	7J27JZP3S044	NACC HQ	
5	SERVER HP COMPAQ PROLIANT ML350	7J27JZP5S056	NACC HQ	
6	SERVER HP PROLIANT ML370	USE540N7TG	NACC HQ	
7	SERVER HP PROLIANT ML570	GB8723HXA9	NACC HQ	
8	Cisco UCS BLADE SERVER	FOX1916GC9M	NACC HQ	
9	HP SERVER	C2242625XD	NACC HQ	
10	EMC <sup>2</sup> DATA DOMAIN BACKUP APPLIANCE	FCNSD15050076	NACC HQ	
11	EMC <sup>2</sup> VNX 5600	CKM00152201189	NACC HQ	
12	EMC <sup>2</sup> DATA DOMAIN BACKUP APPLIANCE		NAIROBI OFFICE	
13	SAN SWITCH		NACC HQ	
14	SAN SWITCH		NACC HQ	

## LIST OF PRINTERS

No.	BRAND	SERIAL NUMBER	LOCATION	COST
1	PRINTER 2015P	CNBW7490YJ	NACC HQ	
2	PRINTER HP LASERJET 1320	CNMJR22581	NACC HQ	
3	PRINTER HP LASERJET 1320	CNHJ59004Z	NACC HQ	
4	PRINTER HP LASERJET 1320	CNHJ590059	NACC HQ	
5	PRINTER HP LASERJET 1320	CNHJ594057	NACC HQ	
6	PRINTER HP LASERJET 1320	CNMJR38401	NACC HQ	
7	PRINTER HP LASERJET 1320	CNHJ59405D	NACC HQ	
8	PRINTER HP LASERJET 1320	CNHJ5932W1	NACC HQ	
9	PRINTER HP LASERJET P2015	CNBW87K1SG	NACC HQ	
10	PRINTER HP LASERJET P2015D	CB367A	NACC HQ	
11	PRINTER HP LASERJET P2015D	CNCJ836938	NACC HQ	

12	PRINTER HP LASERJET P2015DN	CNBW87K1X3	NACC HQ	
13	PRINTER HP LASERJET P2015DN	CNCJ458234	NACC HQ	
14	PRINTER HP LASERJET P2015DN	CNCJ361079	NACC HQ	
15	PRINTER HP P2055	CNBW7450LY	NACC HQ	
16	HP LaserJet 2055	CNCKG32941	NACC HQ	
17	HP LaserJet 2015	CNBW87K1SN	NACC HQ	
18	HP LaserJet 2015	CNBW87K1VL	NACC HQ	
19	HP LaserJet 2015	CNCJ836938	NACC HQ	
20	HP LaserJet Pro 600	CNC8F7B7GH	NACC HQ	
21	HP LaserJet 2015	CNBW85H76D	NACC HQ	
22	HP LASERJET P2055	SCNCKD05652	NACC HQ	
23	HP LASERJET P2055	SCNCKG09812	Nyanza	
24	HP LASERJET P2055	SCNCKG11565	Coast	
25	HP LASERJET P2055	SCNCKG40335	N. Eastern	
26	HP LASERJET P2055	SCNCKG40340	Eastern	
27	HP LASERJET P2055	SCNCKG40466	Nyayo House	
28	HP LASERJET P2055	SCNCKG47078	N. Rift	
29	HP LASERJET P2055	SCNCKG71170	S.Rift	
30	HP LASERJET P2055	SCNCKH43822	Western	

PRINTER TYPE	SERIAL NO.	COST
HP LASERJET PRO 400 MFP 425DN	CNF8H2TB66	
HP LASERJET PRO 400 MFP 425DN	CND8FDMGJV	
HP LASERJET PRO 400 MFP 425DN	CNF8H2TCB4	
HP LASERJET PRO 400 MFP 425DN	CNF8H36F8S	
HP LASERJET PRO 400 MFP 425DW	CNF8H36F35	
LASERJET PRO 400 M451DN	CNFF268552	
LASERJET PRO 400 MFP 425DW	CNF8H36DVW	

LASERJET PRO 400 MFP 425DW	CNF8H36F2P	
LASERJET PRO 400 MFP 425DW	CNF8H36DRG	
HP LASERJET PRO 400 MFP 425DN	CNF8H2TCBH	
LASERJET PRO 400 MFP 425DN	CNF8H376B8	

## APPENDIX II – EVALUATION CRITERIA

No.	Item	Marks (100)*
<b>1.</b>	<b>Mandatory Items</b>	
	Bank Bid Bond	Mandatory
	Partnership for support of Servers, Desktops, laptops, 650 Kva UPS's, printers	Mandatory
	Equivalent standby replacement equipment offered when issues not resolved within 48 hours	Mandatory
<b>2</b>	<b>References</b>	<b>10</b>
	Provide at least three reference sites	
<b>3.</b>	<b>Technical Capacity of 5 Key Staff</b>	<b>50</b>
	<ul style="list-style-type: none"> <li>• <b>Years of service</b></li> </ul>	
	<ul style="list-style-type: none"> <li>• Education</li> </ul>	
	<ul style="list-style-type: none"> <li>• Experience (include CV's)</li> </ul>	
	<ul style="list-style-type: none"> <li>• Vendor Certification for support staff (provide evidence)</li> </ul>	
<b>7.</b>	<b>Capacity of the Organization</b>	<b>20</b>
	<ul style="list-style-type: none"> <li>• Organization Structure</li> </ul>	
	<ul style="list-style-type: none"> <li>• Value of projects undertaken in the last 5 years (provide evidence)</li> </ul>	
	<ul style="list-style-type: none"> <li>• Financial reports for the last three years</li> </ul>	
	<ul style="list-style-type: none"> <li>• Have been in the market for not less than 3 years</li> </ul>	
	<ul style="list-style-type: none"> <li>• Equipment and key staff</li> </ul>	
	<ul style="list-style-type: none"> <li>• Warranty for proposed solution</li> </ul>	
	<b>Support &amp; management</b>	<b>20</b>
	<ul style="list-style-type: none"> <li>• Helpdesk/Fault escalation mechanism</li> </ul>	
	<ul style="list-style-type: none"> <li>• Response timelines (must be outlined in technical document)</li> </ul>	
<b>8.</b>	<b>Total</b>	<b>100</b>

**Section G: 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 of.....  
*[Name and/or description of the materials and spares]*  
(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 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]*.....

**Section H: 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 Supply of Monitoring Tools, viz. [Brief description of materials and spares] and has accepted a tender by the Tenderer for the supply of those materials and spares 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 Tenderer hereby covenants with the Procuring entity to provide the Printing of Monitoring Tools and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the Tenderer in consideration of the provision of the Printing of Monitoring Tools 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 \_\_\_\_\_

**Section I: 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 provide the Supply of Monitoring  
Tools ..... [Description of works]  
(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 figures], and we undertake to pay you, upon your first written demand declaring the Tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of.....  
[Amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

**Section J: Bank Guarantee for Advance Payment**

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 institution]*, 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 and 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]*.....

**Section K: 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 materials and spares]*

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 materials and spares manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the materials and spares 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.

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2 (c) whichever applies 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 .....

Nature of Business .....

Current Trade Licence No. .... Expiring Date .....

Maximum value of business which you can handle at any one time: K£ .....

Name of your bankers ..... Branch.....

Are you an agent of the Kenya National Trading Corporation? YES/NO. ....

**Part 2 (a) - Sole Proprietor:**

Your name in full ..... Age .....

Nationality ..... Country of origin .....

\*Citizenship details.....

**Part 2 (b) - Partnership:**

Give details of partners as follows:

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

**Part 2 (c) - Registered Company:**

Private or public .....

State the nominal and issued capital of the company-

Nominal K£ .....

Issued K£ .....  
Give details of all directors as follows:

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

Date ..... Signature of Tenderer .....

\*If Kenya Citizen, indicate under "Citizenship Details" whether