



**TENDER FOR THE SUPPLY, INSTALLATION, TESTING AND
COMMISSIONING OF VARIOUS ICT EQUIPMENT**

TENDER NO: IRA/244/2016-2017

CLOSING DATE: 26TH MAY, 2017

**INSURANCE REGULATORY AUTHORITY (IRA)
10TH FLOOR, ZEP RE PLACE, LONGONOT ROAD, UPPERHILL
P.O. BOX 43505-00100 NAIROBI.**

Tel: +254-20-4996000; Cell: +254-719-0476000

E-mail: procurement@ira.go.ke ; Web site: www.ira.go.ke

TABLE OF CONTENTS

SECTION I	INVITATION TO TENDER	3
SECTION II	- INSTRUCTIONS TO TENDERERS	5
SECTION III:	GENERAL CONDITIONS OF CONTRACT	21
SECTION IV	- SPECIAL CONDITIONS OF CONTRACT	27
SECTION V	- TECHNICAL SPECIFICATIONS	28
SECTION VI	- SCHEDULE OF REQUIREMENTS.....	45
SECTION VII-	PRICE SCHEDULE FOR THE SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF VARIOUS ICT EQUIPMENT	46
SECTION VIII	- STANDARD FORMS	47
8.1	FORM OF TENDER.....	48
8.2	CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM.....	49
8.3	TENDER SECURITY FORM.....	50
8.4	CONTRACT FORM.....	51
8.5	PERFORMANCE SECURITY FORM.....	52
8.6	BANK GUARANTEE FOR ADVANCE PAYMENT FORM	53
8.7	MANUFACTURER’S AUTHORIZATION FORM	54
8.8	LETTER OF NOTIFICATION OF AWARD	55
8.9	FORM RB 1	56

SECTION I INVITATION TO TENDER

DATE: 10TH MAY, 2017

TENDER REF NO: IRA/244/2016-2017

TENDER NAME: SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF VARIOUS ICT EQUIPMENT

- 1.1 The Insurance Regulatory Authority (IRA) invites sealed bids from eligible candidates for **Supply, Installation, Testing and Commissioning of Various ICT Equipment**.
- 1.2 Interested and eligible bidders may view the document from the IRA website (www.ira.go.ke) or IFMIS website (<http://supplier.treasury.go.ke>) or at IRA Procurement Office on 10th Floor, Zep-Re Place, Longonot Road, Upperhill for detailed descriptions.
- 1.3 The tender documents are downloaded from the above websites free of charge and immediately email their names and contact details to: procurement@ira.go.ke for records and communication of any tender clarifications or addenda.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked **“IRA/244/2016-2017 - Supply, Installation, Testing and commissioning of Various ICT Equipment”** and be deposited in the Tender Box situated at Insurance Regulatory Authority, Zep-Re Place, 10th Floor, Longonot Road, Upperhill, Nairobi or be addressed so as to reach:
Chief Executive Officer (CEO)
Insurance Regulatory Authority
Zep-Re Place, 10th Floor, Longonot Road, Upperhill,
P.O. Box 43505 – 00100
NAIROBI.
so as to be received on or before **Friday 26th May, 2017 at 11.00 a.m.** Bulky tenders which will not fit in the tender box shall be delivered to the office of the Manager, Procurement at Zep-Re Place, 10th Floor, Longonot Road, Upperhill, Nairobi.
- 1.5 Prices quoted should be net inclusive of all taxes and delivery must be denominated in Kenya Shillings or any other freely convertible currency and shall remain valid for a period of (90) days from the closing date of the tender.
- 1.6 Tenders will be opened immediately thereafter in the presence of the bidders or their representatives who choose to attend at **10th Floor, Training Room, Zep-Re Place Longonot Road, Upperhill, Nairobi.**
- 1.7 IRA is a Corruption free environment. Any Pressure, influence attempt should be reported to the C.E.O through the address provided above.

Yours faithfully,

Felix Chelimo
Manager, Procurement
FOR: INSURANCE REGULATORY AUTHORITY

SECTION II- INSTRUCTIONS TO TENDERERS

Table of Clauses

	Page
2.1 Eligible tenderers.....	5
2.2 Eligible goods.....	5
2.3 Cost of tendering.....	5
2.4 Contents of Tender document.....	6
2.5 Clarification of documents.....	6
2.6 Amendment of documents.....	7
2.7 Language of tender.....	7
2.8 Documents comprising the tender.....	7
2.9 Tender forms.....	7
2.10 Tender prices.....	7
2.11 Tender currencies.....	8
2.12 Tenderers eligibility and qualifications.....	8
2.13 Goods' eligibility and conformity to tender documents.....	8
2.14 Tender security.....	9
2.15 Validity of tenders.....	10
2.16 Format and signing of tenders.....	10
2.17 Sealing and marking of tenders.....	11
2.18 Deadline for submission of tender	11
2.19 Modification and withdrawal of tenders.....	11
2.20 Opening of tenders.....	12
2.21 Clarification of tenders.....	12
2.22 Preliminary examination.....	13
2.23 Conversion to single currency.....	13
2.24 Evaluation and comparison of tenders.....	14
2.25 Contacting the procuring entity.....	14
2.26 Award of contract.....	14
(a) Post qualification.....	14
(b) Award criteria.....	15
(c) Procuring entity's right to vary quantities	15
(d) Procuring entity's right to accept or reject any or all tenders	15
2.27 Notification of award.....	15
2.28 Signing of contract.....	16
2.29 Performance security.....	16
2.30 Corrupt or fraudulent practices.....	16

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 is Kshs. 1,000.00.
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4 Contents of 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 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 90 days from the date of opening of the tender.

2.11 Tender Currencies

2.11.1 Prices shall be quoted in Kenya Shillings or any other freely convertible currency 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 of 0.5 – 2 per cent of the tender price.
- 2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7.
- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya

or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.22.
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28.
- 2.14.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27 or
 - (ii) to furnish performance security in accordance with paragraph 2.28.

2.15 Validity of Tenders

- 2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.
- 2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

- 2.16.1 The tenderer shall prepare two copies of the tender, clearly marking each **"ORIGINAL TENDER"** and **"COPY OF TENDER,"** as appropriate. In the event of any discrepancy between them, the original shall govern.

- 2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

- 2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.
- 2.17.2 The inner and outer envelopes shall:
- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender:
 - (b) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” **Friday 26th May, 2017 at 11.00 a.m.**
- 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 **Friday 26th May, 2017 at 11.00 a.m.**
- 2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

- 2.19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.
- 2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7
- 2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

- 2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend at IRA, 10th Floor, Meeting Room, **Friday 26th May, 2017 at 11.00 a.m.** 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

1. 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.

2. 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.

3. 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

4. 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.

Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	Eligible Tenders
2.3.2	The price to be charged for the tender document is free of charge and is downloadable from IRA website www.ira.go.ke or IFMIS website http://supplier.treasury.go.ke
2.10.4	The validity period of the tender shall be 90 days from the tender closing date.
2.12.3	<p>You are required to demonstrate your technical and financial capability to execute the assignment.</p> <p>Please provide evidence of having done similar works i.e. copies of LPO, contracts, or award letters. You are also required to demonstrate that you have qualified staff to carry out installation, testing and commissioning of the equipment.</p> <p>In addition the following Mandatory Documents are required to be submitted:</p> <ul style="list-style-type: none"> (i) Certificate of registration/incorporation (ii) Manufacturer’s authorization certificate or a letter authorizing the bidder to deal with the product(s) under consideration. (iii) Provide copies of audited accounts for the last three years (2013, 2014 and 2015 or 2016 where available) (iv) Valid tax compliance certificate from Kenya Revenue Authority. (v) Filled Confidential Business Questionnaire Form (MUST be filled and signed by authorized signatory) (vi) Attach copies of Identification documents (IDs or Valid Passports) of the owners/Directors of the firms or certified copy of CR 12 issued by the Registrar of Companies. (vii) All pages of the tender document should be serial numbered.
2.14.4	The tender security of Kshs. 100,000.00 valid for 30 days after the tender closing date. The tender security shall be from a reputable bank or insurance company approved by

	Public Procurement Regulatory Authority in the format provided.										
2.17.1	The original and two copies of tender document shall be placed in a sealed envelope clearly marked “ ORIGINAL ,” and “ COPY ” and addressed as stated in the invitation to tender.										
2.18.1	The closing date shall be Friday , 26th May, 2017 at 11.00 a.m.										
2.27.4	<p>The evaluation criteria to be applied shall be as follows: -</p> <table border="1"> <thead> <tr> <th>Item</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td> Technical capacity of the Company (provide evidence of similar work done i.e. copies of LPO, contracts, or award letters) <ul style="list-style-type: none"> ▪ 4 or more Clients where same service provided = (20 points) ▪ 2- 3 clients = (10 points) ▪ 1 clients = (5 points) ▪ No site = (0 point) </td> <td>20</td> </tr> <tr> <td> Qualified Technical Team to carry out the assignment (Attach CVs of the technical team and their copies of professional certifications, e.g. CISCO, HP, DELL, etc) <ul style="list-style-type: none"> ▪ 2 Network Certified Engineers (for the proposed equipment) = (10 points) ▪ 2 Desktop (for the proposed equipment) certified engineers = (10 points) </td> <td>20</td> </tr> <tr> <td>Compliance with the technical specifications</td> <td>50</td> </tr> <tr> <td> Financial Capabilities: <p>(i) Profitability (2 points maximum)</p> <ul style="list-style-type: none"> ▪ Bidder has registered profit for the three years = 2 points ▪ Bidder has registered profit for the two years = 1.5 points ▪ Bidder has registered profit for the one year = 1 point ▪ Bidder has registered losses all through = 0 points <p>(ii) Return on Capital Employed (2 points maximum)</p> <ul style="list-style-type: none"> ▪ ROCE > Treasury Bill rate = 2 points ▪ ROCE = Treasury Bill rate = 1.5 points ▪ ROCE < Treasury Bill rate by 2% = 1 point ▪ ROCE < Treasury Bill rate by more than 2% = 0 points <p>(iii) Liquidity (2 points maximum)</p> <ul style="list-style-type: none"> ▪ Ratio of 2:1 or more = 2 points ▪ Ratio >1:1 but <2:1 = 1 point ▪ Ratio <1:1 = 0 points <p>(iv) Solvency (2 points maximum)</p> <ul style="list-style-type: none"> ▪ Current Assets>Current Liabilities = 2 </td> <td>10</td> </tr> </tbody> </table>	Item	Marks	Technical capacity of the Company (provide evidence of similar work done i.e. copies of LPO, contracts, or award letters) <ul style="list-style-type: none"> ▪ 4 or more Clients where same service provided = (20 points) ▪ 2- 3 clients = (10 points) ▪ 1 clients = (5 points) ▪ No site = (0 point) 	20	Qualified Technical Team to carry out the assignment (Attach CVs of the technical team and their copies of professional certifications, e.g. CISCO, HP, DELL, etc) <ul style="list-style-type: none"> ▪ 2 Network Certified Engineers (for the proposed equipment) = (10 points) ▪ 2 Desktop (for the proposed equipment) certified engineers = (10 points) 	20	Compliance with the technical specifications	50	Financial Capabilities: <p>(i) Profitability (2 points maximum)</p> <ul style="list-style-type: none"> ▪ Bidder has registered profit for the three years = 2 points ▪ Bidder has registered profit for the two years = 1.5 points ▪ Bidder has registered profit for the one year = 1 point ▪ Bidder has registered losses all through = 0 points <p>(ii) Return on Capital Employed (2 points maximum)</p> <ul style="list-style-type: none"> ▪ ROCE > Treasury Bill rate = 2 points ▪ ROCE = Treasury Bill rate = 1.5 points ▪ ROCE < Treasury Bill rate by 2% = 1 point ▪ ROCE < Treasury Bill rate by more than 2% = 0 points <p>(iii) Liquidity (2 points maximum)</p> <ul style="list-style-type: none"> ▪ Ratio of 2:1 or more = 2 points ▪ Ratio >1:1 but <2:1 = 1 point ▪ Ratio <1:1 = 0 points <p>(iv) Solvency (2 points maximum)</p> <ul style="list-style-type: none"> ▪ Current Assets>Current Liabilities = 2 	10
Item	Marks										
Technical capacity of the Company (provide evidence of similar work done i.e. copies of LPO, contracts, or award letters) <ul style="list-style-type: none"> ▪ 4 or more Clients where same service provided = (20 points) ▪ 2- 3 clients = (10 points) ▪ 1 clients = (5 points) ▪ No site = (0 point) 	20										
Qualified Technical Team to carry out the assignment (Attach CVs of the technical team and their copies of professional certifications, e.g. CISCO, HP, DELL, etc) <ul style="list-style-type: none"> ▪ 2 Network Certified Engineers (for the proposed equipment) = (10 points) ▪ 2 Desktop (for the proposed equipment) certified engineers = (10 points) 	20										
Compliance with the technical specifications	50										
Financial Capabilities: <p>(i) Profitability (2 points maximum)</p> <ul style="list-style-type: none"> ▪ Bidder has registered profit for the three years = 2 points ▪ Bidder has registered profit for the two years = 1.5 points ▪ Bidder has registered profit for the one year = 1 point ▪ Bidder has registered losses all through = 0 points <p>(ii) Return on Capital Employed (2 points maximum)</p> <ul style="list-style-type: none"> ▪ ROCE > Treasury Bill rate = 2 points ▪ ROCE = Treasury Bill rate = 1.5 points ▪ ROCE < Treasury Bill rate by 2% = 1 point ▪ ROCE < Treasury Bill rate by more than 2% = 0 points <p>(iii) Liquidity (2 points maximum)</p> <ul style="list-style-type: none"> ▪ Ratio of 2:1 or more = 2 points ▪ Ratio >1:1 but <2:1 = 1 point ▪ Ratio <1:1 = 0 points <p>(iv) Solvency (2 points maximum)</p> <ul style="list-style-type: none"> ▪ Current Assets>Current Liabilities = 2 	10										

	<p>points</p> <ul style="list-style-type: none"> ▪ Current Assets = Current Liabilities = 1 point ▪ Current Assets < Current Liabilities = 0 points <p>(v) Cash Flow Statement (2 points maximum)</p> <ul style="list-style-type: none"> ▪ Positive Cash Balance for three years = 2 points ▪ Positive Cash Balance for two years = 1.5 points ▪ Positive Cash Balance for one year = 1 point ▪ Negative Cash Balance for three years = 0 points 		
	Total	100	
	<p>Item</p> <p>The evaluation criteria for the Technical and Financial proposals will be as follows:</p> <p>(i) Technical Evaluation Weighting: the total technical score will be 80% to pass to financial proposal</p> <p>(ii) Award Any bidder scoring 80% from the technical evaluation will have their financial bid evaluated. The award will be made to the lowest priced bidder per item. NB: Bidders will be required to tender for the item they are qualified for.</p>		
2.29.1	Performance security shall be 10% of the total contract sum from reputable bank in Kenya.		

SECTION III: GENERAL CONDITIONS OF CONTRACT

Table of Clauses

	Page
3.1 Definitions.....	22
3.2 Application.....	22
3.3 Country of Origin.....	22
3.4 Standards.....	22
3.5 Use of Contract documents and information.....	22
3.6 Patent Rights.....	23
3.7 Performance security.....	23
3.8 Inspection and Tests.....	23
3.9 Packing.....	24
3.10 Delivery and documents.....	24
3.11 Insurance	24
3.12 Payment.....	24
3.13 Price.....	25
3.14 Assignments.....	25
3.15 Sub contracts.....	25
3.16 Termination for default.....	25
3.17 Liquidated damages.....	26
3.18 Resolution of Disputes.....	26
3.19 Language and law.....	26
3.20 Force Majeure.....	26

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Country of Origin

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

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

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

other than a person employed by the tenderer in the performance of the Contract.

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

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

3.6 Patent Rights

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

3.7 Performance Security

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

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

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

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

3.8 Inspection and Tests

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

- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination if conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 **Packing**

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

3.10 **Delivery and Documents**

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

3.11 **Insurance**

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

3.12 **Payment**

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

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

3.13 Prices

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

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

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

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

3.14. Assignment

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

3.15 Subcontracts

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

3.16 Termination for default

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

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

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

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract.

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

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

3.20 Force Majeure

3.20.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that 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

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

42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	<i>The performance security shall be furnished within 16 days from the order date</i>
3.12.1	<i>Terms of payment- Payment will be made 30 days from date of complete delivery installation and commissioning</i>
3.18.1	<i>Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.</i>

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

SPECIFICATIONS FOR VARIOUS ICT EQUIPMENT

The Specifications provided are **MINIMUM** expected and bidders are encouraged to meet or exceed the specifications

1. DESKTOP COMPUTERS (Required Quantity: 10 Pieces)

Feature	IRA Required Specifications
Processor and Core Logic	Intel® Core™ i5-6600 with Intel HD Graphics 530 (3.3 GHz, with Intel Turbo Boost, 6 MB cache, 4 cores)
System Memory	8 GB (With an option of upgrading to 32GB), GB DDR4-2133 SDRAM
Storage Subsystem	Internal drive bays: 500 GBSATA (7200 rpm), Slim SATA SuperMulti DVD writer, One 2.5"/3.5"
Form factor	Microtower
Display/Graphics	19-22" TFT Flat Panel LCD (Branded similar to CPU), Resolution 1024x768, Integrated: Intel® HD Graphics
Power Subsystem	Input Voltage 220 – 240 VAC
Keyboard and Pointing Devices	Standard Keyboard/USB Smart Keyboard, 2 Button Optical USB Scroll Mouse
Audio	DTS Sound+™ audio management technology, HD audio with Realtek ALC221VB codec (all ports are stereo), microphone and headphone front ports (3.5 mm), line out rear port (3.5 mm), multi-streaming capable, internal speaker
Communication Interface	LANIntegrated Realtek GbE Intel® Ethernet I210-T1 PCIe x1 GbE network interface card WLANBroadcom BCM943228Z 802.11n Wireless PCIe with Bluetooth® Broadcom BCM943228Z 802.11n Wireless PCIe Intel® 7265 802.11ac

	Wireless PCIe with Bluetooth®Intel® 7265 802.11ac Wireless PCIe 7
I/O Interface	<p>Front: 2 USB 3.0 1 headphone 1 microphone 1 SD 3 card reader (optional)</p> <p>Back: 2USB 3.0 4 USB 2.0 1 serial 1 serial (optional) 1 parallel (optional) 2 PS/2 (keyboard and mouse) 1 VGA 1 Display Port 1 audio line in 1 audio line out 1 RJ-45</p> <p>Expansion slots 1 full-height PCIe 3 x16 3 full-height PCIe 2 x1</p>
Operating System Preloaded	Licensed Microsoft Windows 10 Professional, 64 Bit Pre-loaded
Software	Licensed Microsoft Office 2016 Home and Business
Warranty	1 year
Brochure	Bidders are required to attach brochure of the proposed product.

2. Laptop Computers (Required Quantity: 36 Pieces)

Feature	IRA Required Specifications
Processor and Core Logic	Intel® Core™ i7-5600U with Intel HD Graphics 5500 (2.6 GHz, up to 3.2 GHz with Intel Turbo Boost Technology, 4 MB cache, 2 cores) or equivalent
System Memory	8 GB DDR3L-1600 SDRAM (4 GB (onboard) and 4 GB (1 x 4 GB))
Internal Storage Subsystem	1 TB Solid State Drive
Display/Graphics	10 - 12" diagonal HD UWVA anti-glare LED-backlit multitouch-enabled ultra slim LED-backlit (1366 x 768), Intel® HD Graphics 5500 or equivalent
Power Subsystem	6 cell, long life 44 Wh Li-ion polymer
Keyboard and Pointing Devices	Spill Resistant, full size, backlit 85-key keyboard, Built-in pointing device, 12 Function keys, 4 Cursor keys, External Wireless 2 Button optical Scroll Mouse same as brand.
Audio	DTS Studio Sound™; Integrated stereo speakers; Integrated microphone (dual-microphone array); Headphone/microphone combo jack; Buttons for volume up and down or equivalent
Expansion Slots	1 microSD, flash cache
Communication Interface	HSPA+ Mobile Broadband; LTE/HSPA+ Qualcomm® Gobi™ 4G Mobile Broadband; LTE/EV-DO/HSPA+ Qualcomm® Gobi™ 4G Mobile Broadband; Intel Dual Band Wireless-N 7265AN 802.11a/b/g/n WiDi (2x2) WiFi and Bluetooth® 4.0 Combo; Intel Dual Band Wireless-AC 7265 802.11a/b/g/b/ac WiDi (2x2) WiFi and Bluetooth® 4.0 Combo or equivalent, 720p HD camera
I/O Interface	1 USB 3.0; 1 USB 3.0 charging; 1 DisplayPort 1.2; 1 headphone/microphone combo; 1 side docking connector; 1 RJ-45; 1 AC power

Security Management	BIOS with Sure Start 2.0; Secure Erase, Bios sphere LAN desk management
Accessories	Active pen
Carrying case	High Quality padded Backpack
Operating System	Licensed Microsoft Windows 10 Professional, 64 Bit Pre-loaded
Software	Licensed Microsoft Office 2016 Home and Business
Warranty	1 Year
Brochure	Bidders are required to attach brochure of the proposed product.

3. THREE – IN- ONE NETWORK PRINTER (QUANTITY = 4)

Feature	IRA Required Specifications
Functions	Print, copy, scan
Control panel	20 cm (8.0") colour touchscreen; Adjustable angle display with gesturing; Illuminated Home button (for quick return to the Home menu)
Print speed	Up to 59 ppm black (Landscape, A5); Up to 6 ppm black (Portrait, A5); Up to 59 ppm colour (Landscape, A5); Up to 6 ppm colour (Portrait, A5) Up to 38 ppm black (A4); Up to 38 ppm colour (A4); Up to 38 ipm black duplex (A4)
First page out from ready	As fast as 5.6 sec
First page out from sleep	As fast as 8.6 sec
Print resolution	Up to 600 x 600 dpi (normal), up to 1200 x 1200 dpi (fine lines), Pantone Calibrated or equivalent
Print technology	Laser
Print languages	PCL 6; PCL 5c; Postscript Level 3 emulation, native PDF printing (v1.7) or equivalent
Printer Smart Software Features	Print preview; Duplex printing; Print multiple pages per sheet (2, 4, 6, 9, 16); Collation; Watermarks; Store print jobs; Easy-access USB; Easy Color or equivalent
Monthly duty cycle	Up to 80,000 pages (A4); Recommended monthly page volume5: 2,000 to 7,500 (print)
Duplex printing	Automatic
Connectivity Standard	2 Hi-Speed USB 2.0 Host; 1 Hi-Speed USB 2.0 Device; 1 Gigabit/Fast Ethernet 10/100/1000Base-TX network; 1 Hardware Integration Pocket
Supported network protocols	IPv4/IPv6: Apple Bonjour Compatible (Mac OS 10.2.4 or higher), SNMPv1/v2c/v3, HTTP, HTTPS, FTP, TFTP, Port 9100, LPD, WS Discovery, IPP, Secure-IPP, IPsec/Firewall; IPv6: DHCPv6, MLDv1, ICMPv6; IPv4: Auto-IP, SLP, Telnet, IGMPv2, BOOTP/DHCP, WINS, IP Direct Mode, WS Print; Other: NetWare NDS, Bindery, NDPS, ePrint; Google Cloud Print 2.0
Wireless Network	Optional, enabled with purchase of hardware accessory.
Hard disk	Standard, embedded High-Performance Secure Hard Disk, minimum 320 GB; AES 256 hardware encryption or greater; Secure erase capabilities (Secure File Erase-

	Temporary Job Files, Secure Erase-Job Data, Secure ATA Erase-Disk)
Memory	Standard: 1.25 GB (printer), 500 MB (scanner); Maximum: 2.0 GB (printer), 500 MB (scanner)
Copy speed	Up to 38 cpm black (A4), Up to 38 cpm colour (A4)
Copier settings	Two-sided copying; Scalability; Image adjustments (darkness, contrast, background cleanup, sharpness); N-up; N or Z-ordering; Content orientation; Collation; Booklet; Job build; Edge-to-edge; Job storage; ID copy; Book copy; A-to-B copy (different media sizes); Maximum number of copies: Up to 9,999 copies; Copy resolution: Up to 600 x 600 dpi (flatbed), 600 x 450 dpi (ADF) Reduce/Enlarge: 25 to 400%
Scanner specifications	Scanner type: Flatbed, ADF (two-sided, single-pass); Scan technology: Contact Image Sensor (CIS); Duplex ADF scanning: Yes; Scan size maximum (flatbed, ADF): 216 x 356 mm; Optical scan resolution: Up to 600 dpi
Scan file format	PDF, JPEG, TIFF, MTIFF, XPS, PDF/A
Scan speed	Up to 43 ppm/43 ipm (monochrome), up to 38 ppm/38 ipm (colour)
Scanner Advanced Features	Optimise text/picture; Image adjustments; Job build; Output quality setting; Selectable scan resolution 75 to 600 dpi; Auto detect colour; Edge Erase; Job notification; Blank page suppression; HP Quick Sets
Bit depth/ Grey scale levels	24-bit / 256
Digital sending	Standard: Scan to Email; Save-to-Network Folder; Save-to-USB drive; Send to FTP; Send to Internet Fax; Local Address Book; SMTP over SSL; Blank Page Removal; Edge Erase; Auto Colour Sense; Auto Crop To Content; Compact PDF
Recommended monthly scan volume	4,150 to 6,900
Paper handling: Media types	Paper (plain, light, bond, recycled, mid-weight, heavy, mid-weight glossy, heavy glossy, extra heavy, extra heavy glossy, cardstock, card glossy), colour transparency, labels, letterhead, envelope, preprinted, prepunched, coloured, rough, opaque film, user-defined
Paper handling: Paper size	Custom metric: Tray 1: 76 x 127 to 216 x 356 mm; Tray 2: 102 x 148 to 216 x 297 mm; With Optional Trays 3: 102 x 148 to 216 x 356 mm Supported metric: Tray 1: A4, RA4, A5, B5 (JIS), B6 (JIS), 10 x 15 cm, A6, envelopes (B5, C5 ISO, C6, DL ISO); Custom: 76 x 127 to 216 x 356 mm; Tray 2: A4, A5, B5 (JIS), B6 (JIS), 10 x 15 cm, A6; Custom: 102 x 148 to 216 x 297 mm; Optional Tray 3: A4, RA4, A5, B5 (JIS);

	Custom: 102 x 148 to 216 x 356mm,ADF: A4, RA4, A5, A6, B5, B6 (JIS), postcard (JIS), Dpostcard (JIS), 10 x 15 cm
Paper handling	Standard input: 100-sheet multipurpose tray, 550-sheet input Tray 2 Standard output: 250-sheet output bin With Optional/Input: 550-sheet media input Tray 3, ADF: Standard, 100 sheets
Paper handling :Input capacity	Tray 1: Sheets (75 g/m ² paper): 100; Transparencies, cardstock (163 g/m ²): 50; Cardstock (216 g/m ²): 30; Envelopes: 10 Tray 2: Sheets (75 g/m ² paper): 550; Labels, cardstock (163 g/m ²); Transparencies: 100 Tray 3: Sheets (75 g/m ² paper): 550; Labels, cardstock (163 g/m ²); Transparencies: 100 Maximum: Up to 2,300 sheets
Compatible operating systems	Windows OS compatible with In-Box Driver: Windows 10 all 32-bit/64-bit editions (excluding RT OS for tablets), Windows 8/8.1 all 32-bit/64-bit editions (excluding RT OS for tablets), Windows 7 all 32-bit/64-bit editions, Windows Vista all 32-bit editions (Home Basic, Premium, Professional, etc.); Windows OS compatible with Universal Print Driver (from HP.com): Windows 10 all 32-bit/64-bit editions (excluding RT OS for tablets), Windows 8/8.1 all 32-bit/64-bit editions (excluding RT OS for tablets), Windows 7 all 32-bit/64-bit editions, Windows Vista all 32-bit/64-bit editions (Home Basic, Premium, Professional, etc.); Mac OS (HP print drivers available from HP.com and Apple Store): OS X 10.8 Mountain Lion, OS X 10.9 Mavericks, OS X 10.10 Yosemite; Mobile OS (In-OS drivers): iOS, Android, Windows 8/8.1/10 RT; Linux OS (In-OS HPLIP): SUSE Linux (12.2, 12.3, 13.1), Fedora (17, 18, 19, 20), Linux Mint (13, 14, 15, 16, 17), Boss (3.0, 5.0), Ubuntu (10.04, 11.10, 12.04, 12.10, 13.04, 13.10, 14.04, 14.10), Debian (6.0.x, 7.x); Other OS: UNIX Compatible network operating systems: Windows OS compatible with In-Box Driver: Windows Server 2008 R2 64-bit (SP1) Standard/Enterprise (+ Cluster & Terminal Services), Windows Server 2008 32-bit/64-bit (SP2) Standard/Enterprise (+ Cluster & Terminal Services), Windows Server 2003/2003 R2 32-bit (SP1/SP2) Standard/Enterprise (+ Cluster & Terminal Services); Windows OS compatible with Universal Print Driver (UPD) or product-specific drivers from HP.com: Windows Server 2012/2012 R2 64-bit Standard/Foundation/Essentials/Datacenter (+ Cluster & Terminal Services), Windows Server 2008/2008 R2 32-bit/64-bit (SP1/SP2) Standard/Enterprise/Datacenter (+ Cluster & Terminal Services), Windows Server 2003/2003

	R2 32-bit/64-bit (SP1/SP2) Standard/Enterprise/Datacenter (+ Cluster & Terminal Services); Citrix (on Windows Server 2003/2003 R2), Citrix MetaFrame Presentation Server 3.0, Citrix MetaFrame XP Presentation Server (Feature Release 1, 2, and 3), Citrix Presentation Server 4.0/4.5, Citrix XenApp 5.0 (Plus Feature Pack 2 & 3), Citrix (on Windows Server 2008/2008 R2), Citrix XenApp 5.0 (Plus Feature Pack 2 & 3), Citrix XenApp 6.0/6.5/7.5, Citrix XenDesktop 5.6/7.0/7.5, Citrix (on Windows Server 2012/2012 R2), Citrix XenApp 7.5, Citrix XenDesktop 7.0/7.5; Novell Servers (www.novell.com/iprint), Novell iPrint Appliance v1.0, Novell Open Enterprise Server 11/SP1, Novell Open Enterprise Server 2 for Linux, NetWare 6.5/SP8; Novell Clients (www.novell.com/iprint); Windows 8 (32-bit/64-bit) recommend v5.86+, Windows 8.1 recommend v5.94+, Windows 7 (32-bit/64-bit) recommend v5.82+, Windows Vista (32-bit/64-bit) recommend v5.82+
Mobile printing capability	ePrint; Apple AirPrint™; Mopria-certified; Google Cloud Print 2.0
Security management	Identity management: Kerberos authentication, LDAP authentication, 1,000 user PIN codes, optional HP and 3rd party advanced authentication solutions (e.g. badge readers, Trusted Platform Module); Network: IPsec/firewall with Certificate, Pre-Shared Key, and Kerberos authentication, Supports WJA-10 IPsec configuration Plug-in, 802.1X authentication (EAP-PEAP, EAP-TLS), SNMPv3, HTTPS, Certificates, Access Control List; Data: Storage Encryption, Encrypted PDF & Email (uses FIPS 140-2 validated cryptographic libraries), Secure Erase, SSL/TLS (HTTPS), Encrypted Credentials; Device: Security lock slot, USB port disablement, Hardware Integration Pocket for security solutions; Security management: Compatible with optional HP JetAdvantage Security Manager
Printer management	Printer Administrator Resource Kit (Driver Configuration Utility, Driver Deployment Utility, Managed Printing Administrator); Web JetAdmin Software; Proxy Agent Software; JetAdvantage Security Manager
Printer dimensions (W x D x H)1	Minimum: 482 x 504 x 583 mm Maximum: 699 x 504 x 583 mm
Power	Input voltage: 200 to 240 VAC, 50 Hz
Printer Weight	38.1 kg
Warranty	One-year
Brochure	Bidders are required to attach brochure of the proposed product.

4. DOCUMENT SCANNER (Quantity Required = 1)

Feature	IRA Required Specification
Throughput Speeds at 200 dpi/300 dpi † (landscape, A4 size, black and white/ grayscale/color)	ADF: Up to 90 ppm
Recommended Daily Volume	ADF: Up to 20,000 pages per day Integrated A4 size flatbed: 100 pages per day
Scanning Technology	Dual CCD; Grayscale output bit depth is 256 levels (8-bit); color capture bit depth is 48 bits (16 x 3); color output bit depth is 24 bits (8 x 3)
Optical Resolution	1200 dpi
Output Resolution	100 / 150 / 200 / 240 / 250 / 300 / 400 / 500 / 600 dp
Illumination	Dual LED
Operator Control Panel	Graphical LCD display with four operator control buttons
Maximum/Minimum Document Width	Auto-feed: 305 mm (12 in.) / 63.5 mm (2.5 in.) Hand-feed: 305 mm (12 in.) / 50 mm (2 in.)
Maximum/Minimum Document Length	Auto-feed: 863.6 mm (34 in.) / 63.5 mm (2.5 in.) Hand-feed: 863.6 mm (34 in.) / 50 mm (2 in.) (rear exit only) Long document mode: 4.1 meters (160 in.) maximum length (The scanners support continuous scanning mode)
Paper Thickness and Weight	34-413 g/m2 paper
Feeder/Elevator	Up to 250 sheets of 80 g/m2 paper
Paper Path Options	Documents can exit into the front output tray, or at the rear of the scanner if the straight-through paper path option is manually selected
Multi-feed Detection	Ultrasonic multi-feed detection; Intelligent Document Protection
Connectivity	USB 2.0; USB 3.0 compatible
Software Support	Required
Barcode Reading	One per page: Interleaved 2 of 5, Code 3 of 9, Code 128, Codabar, UPC-A, UPC-E, EAN-13, EAN-8, PDF417

Features in the Scanner	Barcode reading; Perfect Page scanning; iThresholding; adaptive threshold processing; deskew; autocrop; relative cropping; aggressive cropping; electronic color dropout; dual stream scanning; interactive color, brightness and contrast adjustment; automatic orientation; automatic color detection; intelligent background color smoothing; intelligent image edge fill; image merge; content-based blank page detection; streak filtering; image hole fill; sharpness filter; auto brightness, special document mode; continuous scanning mode; toggle patch; auto photo cropping; segmented bitonal images
File Format Outputs	Single and multi-page TIFF, JPEG, RTF, BMP, PDF, searchable PDF
Electrical Requirements	100-240 V (International); 50-60 Hz
Supported Operating Systems	Windows 10 (32-bit and 64-bit), Windows 8.1 (32-bit and 64-bit), Windows 8 (32-bit and 64-bit), Windows 7 SP1 (32-bit and 64-bit), Windows Vista SP2 (32-bit and 64-bit), Windows XP (customer validated – not supported by Kodak Alaris because Microsoft discontinued support in 2014), Ubuntu 14.04 (LTS)*, Mac OS v.10.8, 10.9, 10.10*
Dimensions	Height: 9.4 in. / 23.8 cm; Width: 17 in. / 43.18 cm; Depth (with input tray closed): 14.6 in. / 37.1 cm
Weight	Weight: 17.7 kg
Warranty	1 year
Brochure	Bidders are required to attach brochure of the proposed product.

5. PHOTOCOPIER (Quantity Required = 1)

Feature	IRA Required Specifications
Copying Speed	30 copies per minute (cpm)
Warm up time	22 sec
Continuous Copying	999
Paper Input Capacity	1,200 sheets
Bypass tray	1x100 sheets
Paper Size	A3-A5
Printing Speed	50 cpm
Scanning Speed	39 cpm
Processor	700MHz
E-filing	Required
Programmable user codes	Required
Paper output capacity	1,000 sheets
RADF (Reverse automatic document feeder)	Required
ADU (Automatic duplex unit)	Required
Printer/Scanner Kit	Required
Zoom	25-400% (in 1% steps)
Memory	1GB + 120 GB
First Copy out	3.5 seconds
Power Supply	240v, 50Hz
Interface, Ethernet	USB 2.0, 10base - T/100base TX
User Information display	Required
Stapler Finisher	Required
Fault Diagnosis System	Required
Free bundled software for network printing and scanning	Required
Duty Cycle	60,000 – 80,000 copies per month
Brochure	Please attach brochure for the proposed item.

6. ELECTRONIC TABLETS (QUANTITY REQUIRED = 6 PIECES)

Feature	Required Specifications
Size/dimensions (mm)	240 x 169.5 x 6.1
Weight	440 g minimum
Screen Display size (inch)	9.70
Screen details	LED-backlit IPS LCD, capacitive touchscreen, 16M colors , Multitouch, Scratch-resistant glass, oleophobic coating
Resolution	1536 x 2048 pixels
OS	iOS 8.1, upgradable to iOS 10.3
Storage	64GB
Chipset	A8X
SD Card Slot	No
Processor	Triple-core 1.5 GHz Typhoon
RAM	2GB
Connectivity	WLAN: Wi-Fi 802.11 a/b/g/n/ac, dual-band, hotspot Bluetooth: 4.0, A2DP, EDR GPS: Yes
Camera	Primary: 8 MP, f/2.4, 31mm, autofocus, check quality Features: 1.12µm pixel size, geo-tagging, touch focus, face/smile detection, HDR (photo/panorama) Video: 1080p@30fps, 720p@120fps, HDR, stereo sound rec., check quality Secondary: 1.2 MP, f/2.2, 31mm, 720p@30fps, face detection, HDR, FaceTime over Wi-Fi or Cellular
Battery	Non-removable Li-Po 7340 mAh battery (27.62 Wh) (10 hours of use)
Charger	Lightning connector or equivalent
Warranty	1 Year
Brochure	Please attach brochure of your proposed item.

7. 30KVA APC UPS POWER MODULE PART No. SUVTPM30KH-P (QUANTITY REQUIRED = 1)

#	Feature	Required Specifications
OUTPUT		
1	Output Power Capacity	24 kW / 30 kVA
2	Max Configurable Power	24 kW / 30 kVA
3	Nominal Output Voltage	400V 3PH
4	Output Voltage Note	Configurable for 380 : 400 or 415 V 3 Phase nominal output voltage
5	Efficiency at Full Load	96.4%
6	Output Voltage Distortion	Less than 5% at full load
7	Output Frequency (sync to mains)	47 - 53 Hz for 50 Hz nominal
8	Other Output Voltages	380, 415
9	Crest Factor	3 : 1
10	Topology	Double Conversion Online
11	Waveform Type	Sine wave
12	Output Connections	(1) Hard Wire 4-wire (3PH + G) (1) Hard Wire 5-wire (3PH + N + G) (1) Screw Terminals
13	Bypass	Built-in Maintenance Bypass, Built-in Static Bypass
INPUT		
14	Nominal Input Voltage	400V 3PH
15	Input Frequency	47 - 70 Hz (auto sensing)
16	Input Connections	Hard Wire 5-wire (3PH + N + G)
17	Input voltage range for main operations	304 - 477V
18	Other Input Voltages	380, 415
19	Maximum Input Current	41A
20	Input Breaker Capacity	63 A
21	Brochure	<i>Please attach brochure of your proposed item.</i>

8. NETWORK SWITCHES (QUANTITY REQUIRED = 5)

ITEM	DESCRIPTION
4 x LAN SWITCH	<ul style="list-style-type: none"> • 1RU • Single AC Power Supply • Must support atleast 48 port GE interfaces • Must support at least 2 x 10GE • Must support PoE and PoE+ • Atleast 740W PoE budget • Must support switching capacity of atleast 216Gbps (full duplex) and atleast 2000 IPv4 Unicast direct routes • Must support stacking • Must support MAC based Vlan assignment, Port Security, Dynamic ARP Inspection, and IP Source Guard • Must Support 802.1x • Must support QoS with atleast 8 egress queues per port and have a priority Queue
1 x SAN SWITCH	<ul style="list-style-type: none"> • 1 RU • Dual AC power supply • Support upto 48 unified ports that support Ethernet, Fiber channel and FCoE • Should Support hardware switching throughput of atleast 960Gbps. • Support Fabric extensibility based on Fabric Extender Technology (FEX) • Licenses for FC and FCoE should be included for atleast 16 ports • Should be licensed for layer 2 and layer 3 features including BGP and Fabricpath
SWITCH LICENSING	<ul style="list-style-type: none"> • Must support license portability across devices such that if a device is end of life, IRA can port the license to a newer model of the same family. • The licensing should bundle multiple features into a single license and include the following; network management, Network Access and Energy management license.
6 x Wireless Access Points	<ul style="list-style-type: none"> • Must support 802.11ac Wave 2 • Must support 3x3 mu-mimo • Must support 802.11 beamforming

	<ul style="list-style-type: none"> • Must support 802.11 DFS • Must support 20,40 and 80mhz channels • Must support Centralized management via a controller
1 x Wireless LAN Controller	<ul style="list-style-type: none"> • Should be a Virtual form factor for any x86 server with VMWare Hypervisor ESXi5.x or 6.x and KVM • Should support upto 200 access points and 6000 clients • Should Provide real-time and historical information about RF interference • Support CAPWAP compliant DTLS security • Support Web based and command line management interfaces • Include license for at least 6 access points
1 x Network Management	<ul style="list-style-type: none"> • Support network service provisioning, monitoring, assurance and compliance management. • Provide application visibility leveraging protocols such as NetFlow, Network-Based Application Recognition 2 (NBAR2), Simple Network Management Protocol (SNMP) • Support Wired and wireless devices • Licensed to support all switches and wireless devices provided • Support virtual form factor • Should include a controller to support intelligent WAN deployment
SFP's	<ul style="list-style-type: none"> • 16 x 8Gbps Fibre Channel SW SFP+, LC • 12 x 1000BASE-SX SFP transceiver module, MMF, 850nm, DOM
Warranty	<ul style="list-style-type: none"> • All devices should include 1 year vendor support with 8x5xNBD next-business-day delivery of advance replacement parts
Brochure	Please attach brochure of your proposed item.

NOTES:

Five(5), PCIe 8Gb FC Dual Port HBA Compatible with the following HP Servers:

Make	Model	Serial No.	Quantity
HP	Hp DL380 G5	CZC9060P29	1
HP	Hp DL360 G6	GB8016SPN2	1
HP	Hp DL 380 G6	CZ2034C5V1	1
HP	Hp DL 380 G7	CZ3215DMVN and CZ3215DMVR	2

SECTION VI - SCHEDULE OF REQUIREMENTS

S/No.	Item Description	Qty	Delivery schedule (shipment)
1	Desktop Computers	10 Pcs	Delivery should be ex-stock and should not exceed 21 days from the order date, time being of essence.
2	Laptop Computers	36 Pcs	Delivery should be ex-stock and should not exceed 21 days from the order date, time being of essence.
3	Three – In- One Network Printer	4 Pcs	Delivery should be ex-stock and should not exceed 21 days from the order date, time being of essence.
4	Document Scanner	1 Pcs	Delivery should be ex-stock and should not exceed 21 days from the order date, time being of essence.
5	Photocopier	1 Pc	Delivery should be ex-stock and should not exceed 21 days from the order date, time being of essence.
6	Electronic Tablets	6 Pcs	Delivery should be ex-stock and should not exceed 21 days from the order date, time being of essence.
7	30KVA APC UPS Power Module Part No. SUVTPM30KH-P	1 Pc	Delivery should be ex-stock and should not exceed 21 days from the order date, time being of essence.
8	Network Switches	5 Pcs	Delivery should be ex-stock and should not exceed 21 days from the order date, time being of essence.

SECTION VII -PRICE SCHEDULE FOR THE SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF VARIOUS ICT EQUIPMENT

Tender No. IRA/244/2016-2017

S/No.	Item	Quantity	Make/Model	Unit Price	Total Price	Delivery Period
1.	Desktop Computers	10 Pcs				
2.	Laptop Computers	36 Pcs				
3.	Three – In- One Network Printer	4 Pcs				
4.	Document Scanner	1 Pc				
5.	Photocopier	1 Pc				
6.	Electronic Tablets	6 Pcs				
7.	30KVA APC Ups Power Module Part No. SUVTPM30KH-P	1 Pc				
8.	Network Switches	5 Pcs				
SUB TOTAL						
ADD VAT						
GRAND TOTAL						

We undertake, if our tender is accepted, to supply the goods in accordance with the schedule rates and delivery dates specified herein above.

Name of the Firm:

Name of signatory:

In the capacity of:.....

Authorized Signature:.....

Date:.....

Company Rubber Stamp/Seal.....

SECTION VIII - STANDARD FORMS

Notes on the sample Forms

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

8.1 FORM OF TENDER

Date _____
Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

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

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

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

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

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

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

Dated this _____ day of _____ 2017

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

 Name of your bankers Branch.....

	<p>Part 2 (a) – Sole Proprietor Your name in full Age NationalityCountry of origin Citizenship details</p>																									
	<p>Part 2 (b) Partnership Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 30%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 25%;">Citizenship Details</th> <th style="width: 15%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1)</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2)</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3)</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4)</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1)	2)	3)	4)
	Name	Nationality	Citizenship Details	Shares																						
1)																						
2)																						
3)																						
4)																						
	<p>Part 2 (c) – Registered Company Private or Public State the nominal and issued capital of company- Nominal Kshs. Issued Kshs. Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 25%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 25%;">Citizenship Details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.....	2.....	3.....					
	Name	Nationality	Citizenship Details	Shares																						
1.....																						
2.....																						
3.....																						
Date: Signature of Candidate:.....																										

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

8.3 TENDER SECURITY FORM

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

THE CONDITIONS of this obligation are:-

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

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

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

[signature of the bank]_____

(Amend accordingly if provided by Insurance Company)

8.4 CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

To
[*name of Procuring entity*]

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

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

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

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

This guarantee is valid until the _____ day of _____ 2017

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.

8.8 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

8.9 FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*)
ofdated the...day of20.....in the matter of Tender
No.....of20...

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

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

- 1.
 - 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
..... day of20.....

SIGNED
Board Secretary