



OFFICE OF THE DIRECTOR OF PUBLIC PROSECUTIONS

TENDER NO: ODPP/OT/003/2020-2021

**ODPP HOUSE, RAGATI ROAD UPPERHILL
P.O.BOX 30701-00100 NAIROBI**

**TENDER DOCUMENT
FOR
PROCUREMENT OF VARIOUS ICT ITEMS**

CLOSING DATE: THURSDAY 21ST JANUARY 2021 AT 11.00 A.M.

Table of Contents

SECTION I INVITATION TO TENDER	4
SECTION II – INSTRUCTIONS TO TENDERERS	5
2.1 Eligible tenderers	5
2.2 Cost of tendering.....	5
2.3 Contents of tender documents	5
2.4 Clarification of Documents.....	6
2.5 Amendment of documents	6
2.6 Language of tender	6
2.7 Documents Comprising the Tender	6
2.8 Form of Tender	7
2.9 Tender Prices	7
2.10 Tender Currencies.....	7
2.11 Tenderers Eligibility and Qualifications.....	7
2.12 Tender Security	7
2.13 Validity of Tenders	8
2.14 Format and Signing of Tender	9
2.15 Sealing and Marking of Tenders	9
2.16 Deadline for Submission of Tenders.....	9
2.17 Modification and withdrawal of tenders	10
2.18 Opening of Tenders.....	10
2.19 Clarification of tenders.....	10
2.20 Preliminary Examination and Responsiveness	11
2.21 Conversion to a single currency.....	11
2.22 Evaluation and comparison of tenders.	11
2.23. Contacting the procuring entity.....	12
2.24 Award of Contract.....	12
2.25 Procuring entity’s Right to Vary quantities	13
2.26 Procuring entity’s Right to accept or Reject any or All Tenders	13
2.27 Notification of award	13
2.28 Signing of Contract	14
2.29 Performance Security	14
2.30 Corrupt or Fraudulent Practices	14
SECTION III GENERAL CONDITIONS OF CONTRACT	18
3.1 Definitions.....	18
3.2 Application.....	18
3.3 Standards	18
3.5 Patent Right’s	18
3.6 Performance Security	18
3.7 Inspections and Tests	19
3.8 Payment.....	19
3.9 Prices	19

3.10 Assignment.....	19
3.10 Termination for Default	20
3.12 Termination of insolvency	20
3.13 Termination for convenience.....	20
3.14 Resolution of disputes	21
3.15 Governing Language	21
3.16 Force Majeure.....	21
3.17 Applicable Law.....	21
3.18 Notices	21
SECTION VI - STANDARD FORMS	24
Form of Tender.....	28
Price Schedule of Services	
Contract Form.....	28
Confidential Business Questionnaire.....	30
Tender Security (Bank Guarantee).....	31
Performance Security Form.....	32
Tender Securing Declaration Form	33
Manufacturers Authorization Form.....	33
Letter of Notification of Award.....	34
Form RB 1	35

**INVITATION TO TENDER
PROCUREMENT OF VARIOUS ICT ITEMS
TENDER NO: ODPP/OT/003/2020-2021**

- 1.1 The Office of the Director of Public Prosecutions invites sealed bids from eligible candidates for the procurement of various ICT items to the ODPP for office use.
- 1.2 Interested eligible Candidates may obtain further information from **Procurement Office, ODPP Headquarters, Office of the Director of Public Prosecution Building, Along Ragati road Upper hill, Second Floor Eastern wing** during normal working hours from 8.00 am – 12.30 pm and 2.30 pm – 4.50 p.m. Further details and tender documents are available on Government Public Procurement Information Portal <https://tenders.go.ke> or ODPP website, www.odpp.go.ke.
- 1.3 A complete set of tender documents may be downloaded by interested candidates free of charge at www.odpp.go.ke or <https://tenders.go.ke> and those who have downloaded the document from the website **must forward their particulars immediately for recording and any further clarifications and addenda to Procurement@odpp.go.ke.**
- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya Shillings and shall remain valid for a period of 120 days from the closing date of the tender.
- 1.5 Completed hard copy tender documents, enclosed in plain sealed envelope, marked with the tender number shall be addressed to: -

**DIRECTOR OF PUBLIC PROSECUTIONS
OFFICE OF THE DIRECTOR OF PUBLIC PROSECUTIONS
ODPP HOUSE, RAGATI ROAD, UPPER HILL.
P.O BOX 30701-00100 NAIROBI.**

and be deposited in the tender box provided at **reception, ODPP House, Ragati Road, Upper Hill.**
P.O Box 30701-00100 Nairobi. **Road, Nairobi**, so as to be received on or before **Thursday 21st January, 2021 at 11.00 AM.**

- 1.6 Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend the opening at **Board Room in ODPP House, Ragati Road, Upper Hill**, P.O Box 30701-00100 Nairobi. on **Thursday 21st January, 2021 at 11.00 AM.**
- 1.7 There will be a MANDATORY site visit for bidders who will be bidding for the supply of 30KVA UPS at the **ODPP HOUSE, RAGATI ROAD, UPPER HILL, on Thursday 14th January 2021 at 10.00am.**

HEAD, SUPPLY CHAIN MANAGEMENT SERVICES
FOR: DIRECTOR OF PUBLIC PROSECUTIONS

SECTION II – INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1 This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers: -Successful tenderers shall provide the good and services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 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 unless where specially allowed under section 131 of the Act.
- 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 services under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 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 procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1 The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
- i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form
 - x) Tender security form
 - xi) Performance security form
 - xii) Principal's or manufacturers authorization form

xiii) Declaration form

2.3.2. 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.

2.4 Clarification of Documents

2.4.1 A prospective candidate making inquiries of the tender documents may notify the Procuring entity in writing or by post, fax or email 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. 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 who have received the tender documents"

2.4.2 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

2.5 Amendment of documents

2.5.2 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 the prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3. 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.

2.6 Language of tender

2.6.1 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. 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.

2.7 Documents Comprising the Tender

The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to Instructions to Tenderers.

2.11 Tenderers Eligibility and Qualifications.

- 2.11.1 Pursuant to Clause 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.
- 2.11.2 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.

2.12 Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security shall be 2 per cent of the tender price.

- 2.12.2 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 2.12.7
- 2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
- a) A bank guarantee.
 - b) Cash.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit
- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20
- 2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.
- 2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.
- 2.12.7 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 30
 - or**
 - (ii) to furnish performance security in accordance with paragraph 31.
 - (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after 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 nonresponsive.
- 2.13.2 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 2.12 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.

2.14 Format and Signing of Tender

- 2.14.1 The tenderer shall prepare ONE original and 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.
- 2.14.2 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. All pages of the tender, except for unamended printed literature, shall be initialled by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialled by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

- 2.15.1 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. 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 to tender and the words: **“DO NOT OPEN BEFORE Thursday 21st January, 2021 at 11.00 AM.**
- 2.15.3 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”. —
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

- 2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **Thursday 21st January, 2021 at 11.00 AM.**
- 2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 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.
- 2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

2.17 Modification and withdrawal of tenders

- 2.17.1 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 tender's is received by the procuring entity prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. 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.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 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 2.12.7.
- 2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 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.

2.18 Opening of Tenders

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderer's representatives who choose to attend, at **Thursday 21st January 2021 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.
- 2.18.3 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.
- 2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

- 2.19.1 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 shall be sought, offered, or permitted.
- 2.19.2 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. Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 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.
- 2.20.3 The Procuring entity may waive any minor informality or nonconformity 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.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 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.
- 2.20.5 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 nonconformity.

2.21 Conversion to a single currency

- 2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22 Evaluation and comparison of tenders.

- 2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.22.3 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 2.22.4 and in the technical specifications:
- (a) Operational plan proposed in the tender;
 - (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) ***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. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) ***Deviation in payment schedule.***

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.6 To qualify for contract awards, the tenderer shall have the following: -

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

2.23. Contacting the procuring entity

2.23.1 Subject to paragraph 2.19, 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.

2.23.2 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 tenderers tender.

2.24 Award of Contract

a) Post qualification

2.24.1 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.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by

the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

- 2.24.3 Subject to paragraph 2.29 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.

- 2.24.4 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. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

- 2.24.5 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 Procuring entity's Right to Vary quantities

- 2.25.1 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.

2.26 Procuring entity's Right to accept or Reject any or All Tenders

- 2.26.1 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.

2.27 Notification of award

- 2.27.1 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.
- 2.27.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.28 Signing of Contract

2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.28.3 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 Performance Security

2.29.1 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.

2.29.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 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 or call for new tenders.

2.30 Corrupt or Fraudulent Practices

2.30.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.30.2 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;

2.30.3 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 THE TENDERERS

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions 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

ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
2.4.1	The address for clarification of Tender documents is Attention: Head of Procurement The Office of Director of Public Prosecutions, ODPP House, Ragati Road Upper hill PO Box 30701 – 00100, Nairobi, Kenya
2.6.1	The Language of all correspondence and documents related to the Tender is: English
2.9.3	The prices shall be FIXED
	Alternative Tenders to the requirements of the Tender documents will Not be permitted
2.10.1	Prices shall be quoted in Kenya Shillings
2.11.2	Specify the evidence and information required. SEE MANDATORY AND TECHNICAL SPECIFICATIONS.
2.12.2	The Tender Security shall be; As specified. For AGPO bidders they are to fill and sign the Tender Securing Declaration Form.
2.13.1	The Tender validity period shall be 120 days.
	There will be a MANDATORY site visit for bidders who will be bidding for the supply of 30KVA UPS at the ODPP HOUSE, RAGATI ROAD, UPPER HILL, on Thursday 14th January 2021 at 10.00am
2.14.1	The number of copies of the Tender to be completed and returned shall be: One (1) original and one (1) copy. The original must include the Procurement Entity’s original tender document duly filled.
	Tender shall be submitted to: The Office of Director of Public Prosecutions, ODPP House, Ragati Road Upper hill PO Box 30701– 00100, Nairobi, Kenya The deadline for bid submission is: Thursday 21st January 2021 at 11.00am
2.18.1	The Tender opening shall take place at: ODPP House, Ragati Road Upper hill Thursday 21st January 2021 at 11.00am

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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 contractor including materials and incidentals 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 contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other part of contract.

3.3 Standards

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.5 Patent Right’s

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 under the contract or any part thereof.

3.6 Performance Security

- 3.6.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

- 3.6.2 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
- 3.6.3 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) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 3.6.4 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 of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

- 3.7.1 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.
- 3.7.2 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.
- 3.7.3 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.
- 3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations **under this Contract**.

3.8 Payment

- 3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

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.

3.10 Termination for Default

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.

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.

3.12 Termination of insolvency

The procuring entity may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.13 Termination for convenience

- 3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15 Governing Language

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.16 Force Majeure

The contractor 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.

3.17 Applicable Law.

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

Special conditions of contract reference	Special conditions of contract
3.6	Specify performance security if applicable: 10% from a reputable Bank
3.8	Payments will be as follows: 100% payment paid upon delivery and commissioning of all licenses, Hardware and issuance of a completing certificate.
3.9	Specify price adjustments allowed. None
3.14	Specify resolution of disputes: Arbitration
3.17	Specify applicable law. Laws of Kenya
3.18	Notices shall be addressed and delivered to: <div style="text-align: center;"> <p>THE DIRECTOR OF PUBLIC PROSECUTIONS THE OFFICE OF DIRECTOR OF PUBLIC PROSECUTIONS, ODPP HOUSE, RAGATI ROAD UPPERHILL PO BOX 30701 – 00100, NAIROBI, KENYA</p> </div>

SECTION V – SCHEDULE OF REQUIREMENTS AND PRICES

PRICE SCHEDULE OF EQUIPMENTS

SNo.	Item Description	Qty	Unit Price	Total Price
1.	Supply and Delivery of Desktop Computers	100		
2.	Supply and Delivery of Laptop Computers	50		
3.	Supply and Delivery of Server	4		
4.	Supply and Delivery of Storage Area Network	2		
5.	Supply and Delivery of Hard Drives	20		
6.	Supply and Delivery of Scanners	5		
7.	Supply and Delivery of Printers	50		
8.	Photocopiers	10		
9.	Supply, Delivery, and Installation of 30KVA UPS	4		
10.	Supply and Delivery of 650 VA UPS	150		
11.	Supply and Delivery of Firewall	1		
12.	Supply and Delivery of SAN storage Switch	2		
	TOTAL			
	VAT			
	TOTAL PRICE			

Prices to be inclusive of all taxes

[Signature of bidder and date]

Note: 1. In case of discrepancy between unit price and total, the unit price shall prevail.

MANDATORY REQUIREMENTS.

Bidders **MUST** prove that they qualify to participate in public procurement by providing copies of the following Mandatory documents:

1. The Bidders SHALL attach a certified copy of: Certificate of Incorporation of Business,
2. Bidders SHALL attach a certified copy of a Valid Tax Compliance Certificate at the time of tender submission,
3. Bidders SHALL attach a certified copy of a CR 12 Certificate that has been issued not more than 3 months from the date of Tender closing
4. The Bidder SHALL dully fill and sign the Confidential Business Questionnaire
5. The Bidder SHALL dully fill and sign the form of tender.
6. The Bidder SHALL dully fill and sign a declaration that the tenderer or his or her sub-contractors are not debarred from participating in procurement proceedings. **SD1.**
7. The Bidder SHALL dully fill and sign a declaration that the tenderer will not engage in any corrupt or fraudulent practice. **SD 2.**
8. The Bidder SHALL dully fill and sign the litigation form.
9. The Bidder SHALL provide the Company Profile.
10. The Bidder SHALL provide a Valid Bond of KSh.100,000 with a validity of 120 days from the day of the tender opening. For AGPO bidders they are to fill and Sign the Tender Declaration form.
11. The Bidder SHALL provide Certified Audited accounts for the last three years and must be certified by the Auditors.
12. Bidders must fill the price schedule in the format provided.
13. Bidders must paginate/serialize in continuous manner all pages from the first page to the last page.

All the mandatory documents MUST be provided for a bid to proceed to technical evaluation stage.

1. MINIMUM TECHNICAL SPECIFICATIONS FOR SUPPLY AND DELIVERY OF DESKTOP COMPUTER

<i>ITEM</i>	<i>REQUIREMENT</i>	<i>Bidder's Response (Y/N)</i>
Processor & Core Logic	<i>8th Generation Intel Core™ i5 processor (i5-8500), Intel Core™ i5-9600 with Intel UHD Graphics 630 (3.1 GHz base frequency, up to 4.6 GHz with Intel Turbo Boost Technology, 9 MB cache, 6 cores) supports Intel vPro™ Technology</i>	
Chipset	<i>Intel® Q370 (vPro); Intel® Q370 (non-vPro)</i>	
System Memory	<i>Standard 16GB, DDR4 SDRAM, Upgradeable to 32GB</i>	
Storage Subsystem	<i>At least 1 TB 7200 rpm SATA HDD</i>	
Form Factor	<i>All in one</i>	
Display/Graphics	<i>23.8" diagonal FHD HP Sure View integrated privacy screen IPS widescreen WLED-backlit anti-glare (1920 x 1080);</i>	
Optical Drives	<i>HP 9.5 mm Slim Blu-ray writer double layer; HP 9.5 mm Slim DVD-ROM double layer; HP 9.5 mm Slim DVD-Writer double layer</i>	
Graphics	<i>integrated: Intel UHD Graphics 610; Intel UHD Graphics 630</i>	
Audio	<i>Audio by Bang & Olufsen, headset and headphone side ports (3.5 mm), line out rear port (3.5 mm), high performance integrated stereo speakers</i>	
Communication interface	<i>10/100/1000 Mbps Fast Ethernet Intel 802.11a/b/g/draft-n (up to 450 mbps data rate)</i>	
Keyboard & Mouse	<i>Wireless Keyboard & Mouse</i>	
Wireless	<i>IEEE 802.11a/b/g/n compatible</i>	
Bluetooth	<i>Bluetooth 4.0 wireless technology</i>	
Interfaces	<i>Front and rear USB Ports 1x RJ45 port for Ethernet SuperSpeed USB Type-C 3-in-1 Memory Card Reader HDMI 4SuperSpeed USB 10Gbps signaling rate</i>	
Operating System	<i>Licensed Windows 10 (64Bit) English</i>	
Camera	<i>2 MP FHD pop-up webcam with integrated dual array digital microphone, maximum resolution of 1920 x 1080;</i>	
Software	<i>Licensed MS Office 365 Professional Licensed Latest Version of anti-virus with media</i>	
Power supply	<i>240 Volts</i>	
Warranty	<i>3 years</i>	

MANDATORY REQUIREMENTS

1. The tenderer SHALL submit catalogues and brochures containing technical data as provided in the technical specifications. Bidders MUST circle brochures to show conformity with Technical specifications.
2. The tenderer SHALL submit Manufacturers Authorizations & Warranty form on manufacturer's letterhead signed and stamped by Manufacturer.
3. Bidder SHALL provide details of experience and past performance on works of a similar nature within the past five years and provide three reference letters.
4. Bidders MUST indicate either a 'Yes' or 'No' against each specification in the 'Bidder Response' column. Responses in a different format will not be accepted.

2. MINIMUM TECHNICAL SPECIFICATIONS FOR LAPTOP COMPUTER

<i>ITEM</i>	<i>REQUIREMENT</i>	<i>Bidder's Response (Y/N)</i>
Processor & Core Logic	<i>Intel Core i7-7500U Intel HD Graphics 620</i>	
Type	<i>Notebook /Ultra book/Slim</i>	
System Memory	<i>8-16 GB total system memory (8 GB x 2) (dual channel)</i>	
Storage Subsystem	<i>256 GB SSD</i>	
Power System	<i>HP 3-cell, Long Life 48 WHr Li-ion, Up to 16 hrs , Power supply: External 65-watt Smart AC adapter</i>	
Display/Graphics	<i>33.78 cm (13.3 in) diagonal FHD anti-glare LED-backlit (1920 x 1080), Intel HD Graphics 620</i>	
Audio	<i>(2) stereo speakers Integrated microphone ,Headphone/microphone combo jack</i>	
Communication interface	<i>Intel Gigabit Network Connection (10/100/1000 NIC)Intel 802.11a/b/g/draft-n (up to 450 mbps data rate)Bluetooth 2.1, 2 MP webcam</i>	
I/O interface ports	<i>2 USB 3.0, eSATA/USB 2.0 Combo port, external VGA monitor, Display Port, 1394a, AC power, RJ-11, RJ-45, docking connector, secondary battery connector, HDMI</i>	
Camera	<i>Webcam HD camera 720p</i>	
Operating System	<i>Licensed Windows 10 Professional or Higher</i>	
Software	<i>Licensed MS Office 365 Professional Latest Version of Anti-Virus licensed with CDs</i>	
Accessories	<i>Branded Executive Carrying Case, Wireless mouse, Kensington lock</i>	
Warranty	<i>3 years</i>	

MANDATORY REQUIREMENTS

1. The tenderer SHALL submit catalogues and brochures containing technical data as provided in the technical specifications. Bidders MUST circle brochures to show conformity with Technical specifications.
2. The tenderer SHALL submit Manufacturers Authorizations & Warranty form on manufacturer's letterhead signed and stamped by Manufacturer.
3. Bidder SHALL provide details of experience and past performance on works of a similar nature within the past five years and provide three reference letters.
4. Bidders MUST indicate either a 'Yes' or 'No' against each specification in the 'Bidder Response' column. Responses in a different format will not be accepted.

3. MINIMUM TECHNICAL SPECIFICATIONS FOR SUPPLY AND DELIVERY OF SERVER

<i>ITEM</i>	<i>REQUIREMENT</i>	<i>Bidder's Response (Y/N)</i>
Processor Name	<i>Intel</i>	
Processor family	<i>Intel® Xeon® Scalable 8100/8200 series Intel® Xeon® Scalable 6100/6200 series Intel® Xeon® Scalable 5100/5200 series Intel® Xeon® Scalable 4100/4200 series Intel® Xeon® Scalable 3100/3200 series</i>	
Number of processors	<i>2</i>	
Processor core	<i>8</i>	
Processor speed	<i>3.8 GHz</i>	
Power supply	<i>2 Flexible Slot power supplies, hot swappable</i>	
Expansion slots	<i>8</i>	
Minimum memory	<i>32GB</i>	
Memory slots	<i>24</i>	
Memory type	<i>HPE DDR4 Smart Memory and HPE DC Persistent Memory</i>	
Network controller	<i>HPE 1 Gb 331i Ethernet adapter 4-ports per controller and/or optional HPE FlexibleLOM</i>	
Storage controller	<i>1 HPE Smart Array S100i and/or 1 HPE Smart Array P408i-a and/or 1 HPE Smart Array P816i-a and/or 1 HPE Smart Array E208i-a,</i>	
Network	<i>4 x 1Gb ports shipping standard with optional FlexibleLOM 1 FlexibleLOM slot available on stand up card)</i>	
Drive bays	<i>Minimum 16 SFF SAS/SATA with optional second drive cage</i>	
Hard drives	<i>2* SAS 2.4TB hot swappable hard disk with Raid support</i>	
Graphics	<i>Integrated video standard: Video modes up to 1920 x 1200 @ 60Hz (32bpp) (16MB Video Memory)</i>	
Form Factor	<i>Rack (2U)</i>	
Additional features	<i>Minimum Four (4) Universal Serial Bus (USB) 2.0, 20" LED Backlit LCD monitor with a USB keyboard and USB optical mouse</i>	
System Fans	<i>4 Standard Fans.</i>	
Warranty -Years parts/labor/ onsite	<i>3/3/3 - Server Warranty includes three years of parts, three years of labor, three years of onsite support coverage.</i>	

MANDATORY REQUIREMENTS

1. The tenderer SHALL submit catalogues and brochures containing technical data as provided in the technical specifications. Bidders MUST circle brochures to show conformity with Technical specifications.
2. The tenderer SHALL submit Manufacturers Authorizations & Warranty form on manufacturer's letterhead signed and stamped by Manufacturer.
3. Bidder SHALL provide details of experience and past performance on works of a similar nature within the past five years and provide three reference letters.
4. Bidders MUST indicate either a 'Yes' or 'No' against each specification in the 'Bidder Response' column. Responses in a different format will not be accepted.

4. MINIMUM TECHNICAL SPECIFICATIONS FOR SAN STORAGE

<i>ITEM</i>	<i>REQUIREMENT</i>	<i>Bidder's Response (Y/N)</i>
Access Type	<i>Block</i>	
Form factor	<i>2U Small Form Factor (SFF) or Large Form Factor (LFF)</i>	
Number of controllers per array	<i>2</i>	
Number of host ports per array	<i>8</i>	
FC host connectivity	<i>8/16Gb</i>	
ISCSI host connectivity	<i>1Gb or 10Gb</i>	
SAS host connectivity	<i>6Gb or 12Gb</i>	
Max Read cache per array	<i>8TB</i>	
Data (read/write) cache + system memory per array	<i>16GB</i>	
Pool Capacity (with Large Pool Support)	<i>562 TB (512 TiB)</i>	
Expansion drive enclosures	<i>0-7 Enclosures</i>	
RAID Levels supported: Virtual mode	<i>RAID 0*,1, 5, 6, 10</i>	
LFF/SFF array/enclosure mixing	<i>Supported</i>	
Maximum number of drives per array enclosure	<i>24 SFF/12 LFF</i>	
Drive enclosure interface type	<i>6Gb SAS</i>	
Maximum total HDDs per array	<i>192 SFF / 96 LFF</i>	
SFF HDDs	<i>10K: 600GB, 1.2TB, 1.8TB, 2.4TB</i>	
Maximum number of volumes	<i>512</i>	
Maximum number of snapshots	<i>512</i>	
Maximum number of initiators	<i>1024</i>	
Maximum number of hosts	<i>512</i>	
Quality of Service (QoS)	<i>Virtual tier affinity</i>	
Safety	<i>UL 60950-1 (USA), CAN/CSA-C22.2 No.60950-1-03 (Canada), EN 60950-1 (European Union), GS mark (Germany), IEC 60950-1 (International), CCC Mark (Power supply only, China PRC)</i>	
Power supply	<i>240 Volts</i>	
Warranty	<i>3 years</i>	

MANDATORY REQUIREMENTS

1. The tenderer **SHALL** submit catalogues and brochures containing technical data as provided in the technical specifications. Bidders **MUST** circle brochures to show conformity with Technical specifications.
2. The tenderer **SHALL** submit Manufacturers Authorizations & Warranty form on manufacturer's letterhead signed and stamped by Manufacturer.
3. Bidder **SHALL** provide details of experience and past performance on works of a similar nature within the past five years and provide three reference letters.
4. Bidders **MUST** indicate either a 'Yes' or 'No' against each specification in the 'Bidder Response' column. Responses in a different format will not be accepted.

5. MINIMUM TECHNICAL SPECIFICATIONS FOR HARD DISK

<i>ITEM</i>	<i>REQUIREMENT</i>	<i>Bidder's Response (Y/N)</i>
Description	<i>881457-B21</i>	
Product Type	<i>Hard Drive</i>	
Storage Capacity	<i>2.4 TB</i>	
Drive Interface	<i>SAS</i>	
Transfer Rate	<i>12 GB/sec</i>	
Rotational Speed	<i>10,000 RPM</i>	
Physical Configuration (Bytes/Sector)	<i>512e</i>	
Physical Configuration (Logical Blocks)	<i>4,688,430,768</i>	
Drive Interface Standard	<i>12Gb/s SAS</i>	
Drive Type	<i>Internal</i>	
Warranty	<i>3 Years</i>	

MANDATORY REQUIREMENTS

1. The tenderer **SHALL** submit catalogues and brochures containing technical data as provided in the technical specifications. Bidders **MUST** circle brochures to show conformity with Technical specifications.
2. Bidders **MUST** indicate either a 'Yes' or 'No' against each specification in the 'Bidder Response' column. Responses in a different format will not be accepted.

6. MINIMUM TECHNICAL SPECIFICATION FOR HEAVY DUTY SCANNER

<i>ITEM</i>	<i>MINIMUM REQUIREMENT</i>	<i>Bidder's Response (Y/N)</i>
Image sensor Type	<i>Ccontact Image Sensor at 600 dpi Automatic black and white background reference</i>	
Light Source	<i>RGB LED</i>	
Optical Resolution	<i>100 – 600 dpi (1 dpi step)Optical: 600 dpi (Main and sub feeding directions)</i>	
Output Resolution	<i>Color: 24-bitn Grayscale: 8-bitn Monochrome: 1-bit</i>	
Output Color Depth	<i>Color: 24-bitn Grayscale: 8-bitn Monochrome: 1-bit</i>	
Image Processing Function	<i>Auto preview, Auto rescan, Dynamic Threshold, White Level From Paper, Image Emphasis, Automatic Separation, Invert, Border Removal, Despeckle, Auto Rotation, Smoothing, Barcode Detection</i>	
Scanning Speed	<i>Simplex: Up to 85 ppmn Duplex: Up to 170 ipm (A4 or Letter Size 200/300 dpi Binary / Color)</i>	
Adf Capacity	<i>200 Sheets: 21 lbs. (80 g/m2) Letter / A4</i>	
Document Size	<i>ADF Minimum: 1.9 × 2.75 in. (48 × 70 mm)n ADF Maximum: 8.5 × Unlimited in. (218 × unlimited mm)</i>	
Interface	<i>USB 3.0 interface (If the scanner is connected to a USB hub,it is not guaranteed to work.)</i>	
Inbox Contents	<i>Quick Installation Guide, Power Cord, USB 3.0 Cable, Software CD-ROM</i>	
OS Support	<i>Windows® 10 (32bit/64bit),</i>	
Feed Detection Features	<i>Ultrasonic Double Feed Detection, Intelligent Double Feed Detection</i>	
Power supply	<i>240 Volts</i>	
Warranty -Years parts/labor/ onsite	<i>3-year Advance Exchange</i>	

MANDATORY REQUIREMENTS

1. The tenderer SHALL submit catalogues and brochures containing technical data as provided in the technical specifications. Bidders MUST circle brochures to show conformity with Technical specifications.
2. The tenderer SHALL submit Manufacturers Authorizations & Warranty form on manufacturer’s letterhead signed and stamped by Manufacturer.
3. Bidder SHALL provide details of experience and past performance on works of a similar nature within the past five years and provide three reference letters.
4. Bidders MUST indicate either a ‘Yes’ or ‘No’ against each specification in the ‘Bidder Response’ column. Responses in a different format will not be accepted.

**7. MINIMUM TECHNICAL SPECIFICATION FOR LASERJET
PRINTER/SCANNER/COPIER - MONOCHROME**

<i>ITEM</i>	<i>MINIMUM REQUIREMENT</i>	<i>Bidder's Response (Y/N)</i>
General Functions	<i>Print, Copy, Scan, Fax, Email</i>	
Print speed, black (normal)	<i>Up to 40 ppm (default) ; Up to 42 ppm (HP High Speed)</i>	
First page out (ready) black	<i>As fast as 6.1 sec</i>	
Resolution (black)	<i>Fine Lines (1200 x 1200 dpi)</i>	
Resolution technology	<i>HP FastRes 1200, HP ProRes1200, Economode</i>	
Print Technology	<i>Laser</i>	
Display	<i>2.7" (6.86 cm) intuitive color touchscreen (CGD)</i>	
Paper trays, maximum	<i>3</i>	
Mobile Printing Capability	<i>HP Smart App; Apple AirPrint™; Google Cloud Print™; HP ePrint; Mobile Apps; Mopria™ Certified; Roam capable for easy printing</i>	
Connectivity, standard	<i>1 Hi-Speed USB 2.0; 1 rear host USB; 1 Front USB port; Gigabit Ethernet 10/100/1000BASE-T network; 802.3az(EEE)</i>	
Minimum system requirements	<i>2 GB available hard drive space, Internet connection or USB port</i>	
Memory	<i>512MB</i>	
Processor speed	<i>1200 MHz / Storage: Optional Job Storage via external rear host USB port (minimum 16 GB) / Hard disk: No</i>	
Paper handling input, standard	<i>100-sheet tray 1, 250-sheet input tray 2; 50-sheet Automatic Document Feeder (ADF)</i>	
Paper handling output, standard	<i>150-sheet output bin</i>	
Duplex printing	<i>Automatic (default)</i>	
Compatible operating systems	<i>Macintosh, Windows XP Professional; Windows7); Windows Server 2003 (32/64 bit); Mac OS X v 10.2 or higher; Linux</i>	
Monthly duty cycle	<i>Up to 80,000 pages</i>	
Resolution (black)	<i>Fine Lines (1200 x 1200 dpi)</i>	
Scanning Type	<i>Type: Flatbed, ADF; Technology: Contact Image Sensor (CIS); Twain version: Version 2.3</i>	
Scan resolution, optical	<i>Hardware: Flatbed (Up to 1200 x 1200 dpi); ADF (Up to 300 x 300 dpi); Optical: Up to 1200 x 1200 dp</i>	
Scan speed	<i>Up to 31 ppm/49 ipm (b&w)</i>	
Duplex ADF scanning	<i>Yes</i>	
Copy speed	<i>Letter: Up to 40 cpm Black; A4: Up to 38 cpm Black; First copy out Letter: As fast as 6.8 sec Black; First copy out A4: As fast as 7.2 sec Black; 2-sided Letter: Up to 33 cpm Black; 2-sided A4: Up to 31 cpm Black</i>	
Document Finisher	<i>1,000 sheets A4,3 positions stapling up to 50 sheets A4</i>	
Warranty	<i>3 years</i>	

MANDATORY REQUIREMENTS

1. The tenderer SHALL submit catalogues and brochures containing technical data as provided in the technical specifications. Bidders MUST circle brochures to show conformity with Technical specifications.
2. The tenderer SHALL submit Manufacturers Authorizations & Warranty form on manufacturer's letterhead signed and stamped by Manufacturer.
3. Bidder SHALL provide details of experience and past performance on works of a similar nature within the past five years and provide three reference letters.
4. Bidders MUST indicate either a 'Yes' or 'No' against each specification in the 'Bidder Response' column. Responses in a different format will not be accepted.

8. MINIMUM TECHNICAL SPECIFICATION FOR MULTI-PURPOSE PHOTOCOPIER (BLACK AND WHITE)

<i>ITEM</i>	<i>MINIMUM REQUIREMENT</i>	<i>Bidder's Response Y/N</i>
All-in-one functions	<i>Print, Copy, Scan and Fax</i>	
Multitasking capability	<i>Yes</i>	
Print technology	<i>Laser, Monochrome</i>	
Speed	<i>Up to 40 pages A4 per minute Up to 21 pages A3 per minute Duplex print speed: 36 page per minute, A4 Duplex copy speed: 36 page per minute, A4</i>	
Resolution	<i>1200 x 1200 dpi (print, at reduced speed), 600 x 600 dpi (scan/copy)</i>	
First print	<i>Approx. 4.2 seconds or less</i>	
first copy	<i>Approx. 4.6 seconds or less (DP), Approx. 3.6 seconds or less (Platen)</i>	
CPU	<i>QorIQ T1024 (Dual Core) 1.0GHz</i>	
Memory	<i>Standard 2GB + 8GB SSD + 320GB HDD, Max. 2GB + 8GB SSD + 320GB HDD</i>	
Standard interface	<i>USB 2.0 (Hi-Speed), 4 x USB Host Interface, Gigabit Ethernet (10BaseT/100BaseTX/ 1000BaseT, IPv6, IPv4, IPSec, 802.3az support), optional Wi-Fi (IEEE 802.11b/g/n), 2 eKUIO slots, for optional internal print server or for optional fax system, Slot for optional SD Card, NFC tag</i>	
Input capacity	<i>100-sheet multi-purpose tray, 45–256 g/m2 A3, A4, A5, A6, B5, Ledger, Letter, Legal, Folio, Custom (98 x 148 to 297 x 432 mm), Standard universal paper cassette: 2 x 500 sheet 60–163 g/m2 A3, A4, A5, B5, Ledger, Letter, Legal, Folio. Max. input capacity with options: 4,100 sheets A4</i>	
Duplex unit:	<i>Duplex as standard supports 60–163 g/m2 A3 to A5R</i>	
Output capacity	<i>Standard 300 sheets, 250 sheets face-down (Main Tray) plus 50 sheets (standard Job Separator Tray), Max. 3,200 sheets with options</i>	
Operating systems:	<i>All current Windows operating systems, MAC OS X Version 10.5 or higher, Unix, Linux as well as other operating systems on request</i>	
Fonts/barcodes:	<i>93 outline fonts (PCL), 93 fonts (KPDL 3), 8 fonts (Windows Vista), 1 Bitmap font, 45 types of one-dimensional barcodes, 1 type of two-dimensional barcode (PDF417)</i>	
Print features:	<i>Encrypted PDF Direct Print, IPP printing, e-mail printing, WSD print, secure printing via SSL, IPsec, SNMPv3, quick copy, proof and hold, private print, job storage and job management functionality</i>	
Mobile printing support:	<i>Mobile Print app for iOS and Android, AirPrint, Mopria, NFC, Wi-Fi Direct, Google cloud print</i>	
Max. original size:	<i>A3/Ledger</i>	
Continuous copying:	<i>1–999</i>	
Zoom range:	<i>25–400% in 1% steps</i>	
Preset magnification ratios:	<i>5 Reductions / 5 Enlargements</i>	
Exposure mode:	<i>Auto, manual: 17 steps</i>	
Image adjustments:	<i>Text + Photo, Photo, Text, Map, Printed document</i>	

<i>ITEM</i>	<i>MINIMUM REQUIREMENT</i>	<i>Bidder's Response Y/N</i>
Features:	<i>Scan-once-copy-many, electronic sort, 2in1, 4in1, image repeat, page numbering, cover mode, booklet copy, interrupt copy, form overlay, margin shift, auto cassette change, Skip blank page, ID copy in Program mode</i>	
Scan Functionality:	<i>Scan-to-Email, Scan-to-FTP, Scan-to-SMB, Scan to USB Host, Network TWAIN, WIA, WSD scan</i>	
Scan speed	<i>80 ipm (300 dpi, A4, b/w, with DP-7110/7100) 80 ipm (300 dpi, A4 colour, with DP-7110/7100) 48 ipm (300 dpi, A4, b/w, with DP-7120) 48 ipm (300 dpi, A4 colour, with DP-7120)</i>	
Document processor:	<i>(Reversing), 140 sheets, 35–160 g/m2 (simplex), 50–120 g/m2 (duplex), A6R–A3, Banner up to 1,900 mm</i>	
Warranty -Years parts/labor/ onsite	<i>3 years</i>	

MANDATORY REQUIREMENTS

1. The tenderer **SHALL** submit catalogues and brochures containing technical data as provided in the technical specifications. Bidders **MUST** circle brochures to show conformity with Technical specifications.
2. The tenderer **SHALL** submit Manufacturers Authorizations & Warranty form on manufacturer's letterhead signed and stamped by Manufacturer.
3. Bidder **SHALL** provide details of experience and past performance on works of a similar nature within the past five years and provide three reference letters.
4. Bidders **MUST** indicate either a 'Yes' or 'No' against each specification in the 'Bidder Response' column. Responses in a different format will not be accepted.

5. MINIMUM TECHNICAL SPECIFICATIONS FOR THE SUPPLY, DELIVERY AND INSTALLATION OF 30KVA UPS

<i>ITEM</i>	<i>REQUIREMENT</i>	<i>Bidder's Response(Yes /No)</i>
Max Configurable Power (Watts)	30.0 KVA	
Output Voltage Distortion	Less than 3 %	
Output Frequency (sync to mains)	50 Hz Sync to mains, 60 Hz Sync to mains	
Topology	Double conversion online	
Other Output Voltages	380, 415	
Output Voltage THD	< 3% linear load	
Output Voltage Tolerance	+/- 1.5 %	
Input frequency	45 - 65 Hz	
Input Total Harmonic Distortion	Less than 3 % for full load	
Input voltage range for main operations	304 - 477V	
Input Power Factor at Full Load	0.99	
Battery type	VRLA	
Included Battery Modules	2	
Nominal Battery Voltage	240 V	
Maximum Available Short Circuit Current	10kAmps	
Interface Port(s)	E3S_Parallel, E3S_TempSensor	
Maximum Height	1400MM, 140.0CM	
Maximum Width	500MM, 50.0CM	
Maximum Depth	969MM, 96.9CM	
Net Weight	584.0KG	
Audible noise at 1 meter from surface of unit	63.0dBA	
<i>Troubleshooting Units</i>	<i>2 Pieces of Samsung Galaxy Note20 Ultra 5G (512GB 12GB RAM, Android 10, upgradable to Android 11, One UI 3.0, Exynos 990 (7 nm+), Octa-core (2x2.73 GHz Mongoose M5 & 2x2.50 GHz Cortex-A76 & 4x2.0 GHz Cortex-A55), 108 MP, f/1.8, 26mm (wide), 1/1.33", 0.8µm, PDAF, Laser AF, OIS12 MP, f/3.0, 120mm (periscope telephoto), 1.0µm, PDAF, OIS, 5x optical zoom, 50x hybrid zoom12 MP, f/2.2, 120°, 13mm (ultrawide), 1/2.55", 1.4µm, LED flash, auto-HDR, panorama, Fingerprint (under display, ultrasonic), accelerometer, gyro, proximity, compass, barometer, Li-Ion 4500 mAh, non-removable,)</i>	
Protection Class	IP20	
Approvals	CE, EAC, IEC 62040-1-1, IEC 62040-2, IEC 62040-3, IEC 62040-4, ISTA 2B, RCM, WEEE	
Warranty -Years parts/labor/ onsite	1-year on-site repair or replace with factory authorized Start-Up	

MANDATORY REQUIREMENTS FOR 30KVA UPS

1. There shall be a mandatory site visit on Thursday 14th January 2021 at the ODPP Headquarter offices at Ragati Road.
2. The tenderer SHALL submit catalogues and brochures containing technical data as provided in the technical specifications. Bidders MUST circle brochures to show conformity with Technical specifications.

3. Bidder shall provide two technical personnel with At least one staff member with EPRA license minimum C1.
4. The tenderer SHALL submit Manufacturers Authorizations & Warranty form on manufacturer's letterhead signed and stamped by Manufacturer.
5. Bidder SHALL provide details of experience and past performance on works of a similar nature within the past five years and provide three reference letters.
6. Bidders to Submit of valid NCA 4 and above for electrical services for structured cabling and computer networks together with the current NCA annual practicing certificate.
7. Bidders to submit bot CAK license and ICTA accreditation.
8. Bidders MUST indicate either a 'Yes' or 'No' against each specification in the 'Bidder Response' column. Responses in a different format will not be accepted.
9. Bidders offer to include all costs for installation and civil works.

10. MINIMUM TECHNICAL SPECIFICATIONS FOR UNINTERRUPTIBLE POWER SUPPLY (UPS)

<i>ITEM</i>	<i>REQUIREMENT</i>	<i>Bidder's Response (Y/N)</i>
Rating	650 VA	
Input Voltage Swing	Minimum 220V to 270V	
Nominal Output Voltage	220V to 240V Sine wave Waveform	
Input Frequency	50/60 Hz +/- 3 auto-sensing	
Output Frequency	47 - 53 Hz for 50 Hz nominal, 57 - 63 Hz for 60 Hz nominal	
Output Voltage Distortion	Less than 5% at full load	
Protection	Output overload Input/output short-circuit	
Communication interface	USB port communications support	
Power supply	240 Volts	
Warranty -Years parts/labor/ onsite	3/3/3	

MANDATORY REQUIREMENTS

1. The tenderer SHALL submit catalogues and brochures containing technical data as provided in the technical specifications. Bidders MUST circle brochures to show conformity with Technical specifications.
2. Bidders MUST indicate either a 'Yes' or 'No' against each specification in the 'Bidder Response' column. Responses in a different format will not be accepted.

11. MINIMUM TECHNICAL SPECIFICATIONS FOR SUPPLY, DELIVERY AND INSTALLATION OF FIREWALL

<i>ITEM</i>	<i>REQUIREMENT</i>	<i>Bidder's Response (Y/N)</i>
<i>Description</i>	<i>1 2 x 10 GE SFP+ slots, 16x GE SFP slots, 16x GE RJ45 ports, 2x GE RJ45 Management ports, SPU NP6 and CP8 hardware accelerated, 1x 256 GB SSD onboard storage, dual AC power supplies</i>	
<i>Hardware Accelerated 10 GE SFP+ Slots</i>	<i>2</i>	
<i>Hardware Accelerated GE SFP Slots</i>	<i>16</i>	
<i>Hardware Accelerated GE RJ45 Ports</i>	<i>16</i>	
<i>USB Ports (Client / Server)</i>	<i>1 / 2</i>	
<i>Console Port</i>	<i>1</i>	
<i>IPS Throughput</i>	<i>4.2 Gbps</i>	
<i>NGFW Throughput</i>	<i>4 Gbps</i>	
<i>Threat Protection Throughput</i>	<i>3 Gbps</i>	
<i>IPv4 Firewall Throughput (1518 / 512 / 64 byte, UDP)</i>	<i>52 / 52 / 33 Gbps</i>	
<i>Firewall Latency (64 byte, UDP)</i>	<i>3 μs</i>	
<i>IPsec VPN Throughput (512 byte)</i>	<i>25 Gbps</i>	
<i>Client-to-Gateway IPsec VPN Tunnels</i>	<i>50000</i>	
<i>Concurrent SSL-VPN Users (Recommended Maximum, Tunnel Mode)</i>	<i>10,000</i>	
<i>Application Control Throughput (HTTP 64K)</i>	<i>10 Gbps</i>	
<i>Maximum Number of Switches Supported</i>	<i>64</i>	
<i>SSL Inspection Concurrent Session (IPS, avg. HTTPS)</i>	<i>800,000</i>	
<i>Form Factor (supports EIA / non-EIA standards)</i>	<i>Rack Mount, 1 RU</i>	
<i>Redundant Power Supplies</i>	<i>Yes (Hot Swappable)</i>	
<i>Power Input</i>	<i>100–240V AC, 50–60 Hz, 300 W Redundant</i>	
<i>Compliance</i>	<i>FCC Part 15 Class A, RCM, VCCI, CE, UL/cUL, CB</i>	
<i>Approvals</i>	<i>CSA Labs: Firewall, IPsec, IPS, Antivirus, SSL-VPN; USGv6/IPv6</i>	
<i>Troubleshooting Units</i>	<i>2 Pieces of MacBook pro (Apple M1 Chip with 8-Core CPU and 8-Core GPU, 256GB SSD, 16-core Neural Engine, 8GB unified memory, 13-inch Retina display with True Tone, Magic Keyboard, Touch Bar and Touch ID, Force Touch trackpad, Two Thunderbolt / USB 4 ports.</i>	
<i>Warranty -Years parts/labor/ onsite</i>	<i>1-year on-site repair or replace with factory authorized Start-Up</i>	

MANDATORY REQUIREMENTS

1. The tenderer **SHALL** submit catalogues and brochures containing technical data as provided in the technical specifications. Bidders **MUST** circle brochures to show conformity with Technical specifications.
2. Bidder shall provide two technical personnel with At least one staff member with EPRA license minimum C1.
3. The tenderer **SHALL** submit Manufacturers Authorizations & Warranty form on manufacturer's letterhead signed and stamped by Manufacturer.
4. Bidder **SHALL** provide details of experience and past performance on works of a similar nature within the past five years and provide three reference letters.
5. At least two of the bidder's personnel must have attained relevant certification in firewall installation.
6. Bidders to Submit of valid NCA 4 and above for electrical services for structured cabling and computer networks.
7. Bidders to submit bot CAK license and ICTA accreditation.
8. Bidders **MUST** indicate either a 'Yes' or 'No' against each specification in the 'Bidder Response' column. Responses in a different format will not be accepted.
9. Bidders offer to include all costs for installation and configuration of the firewall.

12. MINIMUM TECHNICAL SPECIFICATIONS FOR SAN STORAGE SWITCH

ITEM	REQUIREMENT	Bidder's Response (Y/N)
Product Type	<i>Catalyst 2960 24-Port PoE Ethernet Switch-managed</i>	
Form Factor	<i>Rack mountable - 1U</i>	
Switch Ports	<i>24 x 10/100/1000 Ethernet Ports Ethernet Port</i>	
Power Over Ethernet (PoE)	<i>Yes</i>	
Performance	<i>Switching capacity : 160 Gbps</i>	
Remote Management Protocol	<i>SNMP 1,SNMP 2RMON 1 RMON 2 RMON 3 RMON 9 Telnet SNMP 3SNMP 2cFTPTFTPSSHCLISNMP 1</i>	
Authentication Method	<i>Kerberos, Secure Shell (SSH), RADIUS, TACACS+</i>	
Features	<i>Hot swap module replacement, Layer 2 switching, Dynamic IP address assignment, Dynamic IP address assignment, DHCP support, Power over Ethernet (PoE), Auto-negotiation, ARP support, Trunking VLAN support, Auto-uplink (auto MDI/MDI-X), IGMP snooping, Syslog support,</i>	
Memory	<i>256 MB</i>	
Flash Memory	<i>64 MB Flash</i>	
Interfaces	<i>24 x 10Base-T/100Base-TX/1000Base-T - RJ-45 – PoE,USB : 1 x 4 PIN USB Type A,1 x console - mini-USB Type B – management,1 x RS-232 - RJ-45 – management,1 x 10Base-T/100Base-TX - RJ-45 – management,24 x 10Base-T/100Base-TX/1000Base-T - RJ-45 – PoE, Four Gigabit Small Form-Factor Pluggable (SFP/SFP+) uplinks</i>	
Expansion Slots Total (Free)	<i>1 (1) x Expansion Slot</i>	
Power Device	<i>Power supply - redundant - plug-in module</i>	
Installed Qty	<i>1 (installed) / 2 (max)</i>	
Power Redundancy	<i>Optional</i>	
Power Redundancy Scheme	<i>1+1 (with optional power supply)</i>	
Voltage Required	<i>AC 120/230 V (50/60 Hz)</i>	
Features	<i>Redundant Power System (RPS) connector</i>	

<i>ITEM</i>	<i>REQUIREMENT</i>	<i>Bidder's Response (Y/N)</i>
<i>Compliant Standards</i>	<i>CE, TUV GS, CISPR 22 Class A, GOST, cUL, NOM, VCCI Class A ITE, EN55022 Class A, CB, AS/NZS 60950-1, AS/NZ 3548 Class A, CCC, RoHS, UL 60950-1, IEC 60950-1, EN 60950-1, KCC, FCC Part 15 A, CSA C22.2 No. 60950-1 and IEEE standards</i>	
<i>Included</i>	<i>Cisco IOS LAN Base, 4 SFP modules</i>	
<i>Warranty</i>	<i>3/3/3</i>	

MANDATORY REQUIREMENTS

1. The tenderer **SHALL** submit catalogues and brochures containing technical data as provided in the technical specifications. Bidders **MUST** circle brochures to show conformity with Technical specifications.
2. Bidder shall provide two technical personnel with At least one staff member with EPRA license minimum C1.
3. The tenderer **SHALL** submit Manufacturers Authorizations & Warranty form on manufacturer's letterhead signed and stamped by Manufacturer.
4. Bidder **SHALL** provide details of experience and past performance on works of a similar nature within the past five years and provide three reference letters.
5. At least two of the bidder's personnel must have attained relevant certification in CISCO.
6. Bidders to Submit of valid NCA 4 and above for electrical services for structured cabling and computer networks.
7. Bidders to submit bot CAK license and ICTA accreditation.
8. Bidders **MUST** indicate either a 'Yes' or 'No' against each specification in the 'Bidder Response' column. Responses in a different format will not be accepted.
9. Bidders offer to include all costs for installation and configuration of the firewall.

FORM OF TENDER

To:..... [Name and address of the PE]
Date:..... [insert **date** (as day, month and year)]
Tender No.:..... [insert **number of Tendering process**]
Item
Description:.....
..... [insert description of Items]

Sir/Madam,

Having examined the Tender documents including Addenda Nos..... [insert *addenda numbers*], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver.....

.....
[description of Goods and services] 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.

We undertake, if our Tender is accepted, to deliver the Goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Tender is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Tender documents.

We agree to abide by this Tender for the Tender validity period specified in Clause 2.13.1 of the ITT, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderers, in more than one Tender in this Tendering process.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.

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.

We understand that you are not bound to accept the lowest or any tender you may receive. We certify/confirm that we comply with the eligibility requirements as per ITT Clause 2.1.1 of the Tender documents

Dated this _____ day of _____ 20_____.

(Name)

[signature]

[in the capacity of]

Duly authorized to sign Tender for and on behalf of _____

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 materials and spares. 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]

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 materials and spares 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 materials and spares 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)

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part I 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

<i>Part I- General :</i>	
Business Name
Location of business premises.....
Plot No.	Street/Road
Postal Address.....	Tel. No
Nature of business.....
Current Trade Licence No	Exp iring date.....
Maximu m value of business which you can handle at any one time: K£
Name of your bankers.....	Branch

<input type="checkbox"/>	Part 2 (a) – Sole Proprietor																								
	Your name in full.....Age																								
	Nationality.....Country of origin																								
	*Citizenship details.....																								
<input type="checkbox"/>	Part 2 (b) Partnership																								
	Given details of partners as follows:																								
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><i>Name</i></th> <th style="text-align: left;"><i>Nationality</i></th> <th style="text-align: left;"><i>Citizenship Details</i></th> <th style="text-align: left;"><i>Shares</i></th> </tr> </thead> <tbody> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>	<i>Name</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>								
<i>Name</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>																						
.....																						
.....																						
.....																						
<input type="checkbox"/>	Part 2 (c) – Registered Company:																								
	Private or Public																								
	State the nominal and issued capital of company -																								
	Nominal K£																								
	Issued K£.....																								
	Given details of all directors as follows:-																								
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><i>Name</i></th> <th style="text-align: left;"><i>Nationality</i></th> <th style="text-align: left;"><i>Citizenship Details</i></th> <th style="text-align: left;"><i>Shares</i></th> </tr> </thead> <tbody> <tr><td>1. 1.</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>2.</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>3.</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>4.</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>5.</td><td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>	<i>Name</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>	1. 1.	2.	3.	4.	5.
<i>Name</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>																						
1. 1.																						
2.																						
3.																						
4.																						
5.																						
DateSignature of Candidate																									

*if Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

TENDER SECURITY (BANK GUARANTEE)

Bank Letterhead

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/Insurance Company”), 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/Insurance Company binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank/Insurance Company _____
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 authorized representative of the bank/insurance company*]
Seal

PERFORMANCE SECURITY FORM

To:

[name of the 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 services] (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]

(Amend accordingly if provided by Insurance Company)

Tender-Securing Declaration

[Tenderer shall fill in this Form in accordance with the instructions indicated]

Date:..... *[insert **date** (as day, month and year)]*

Tender No.:..... *[insert **number**]*

To:..... *[insert **complete name of Procuring Entity**]*

We, the undersigned, declare that:

We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for tendering in any contract with the Procuring Entity for the period of time as determined by the Authority if we are in breach of our obligation(s) under the tender conditions, because we:

- (a) have withdrawn our Tender during the period of Tender validity specified in the Form of Tender;
- (b) do not accept the Procuring Entity's corrections of arithmetic errors in accordance with the Instructions to Tenderers; or
- (c) having been notified of the acceptance of our bid by the Procuring Entity during the period of bid validity, (i) fail or refuse to sign Contract Agreement, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITT.

We understand this Bid Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight (28) days after the expiration of our bid validity period.

Signed: *[insert signature of person whose name and capacity are shown]*

Name: *[insert **complete name of person signing the Tender Securing Declaration**]*

In the capacity of *[insert legal capacity of person signing the Tender Securing Declaration]*

Duly authorized to sign the Tender for and on behalf of: *[insert **complete name of Tenderer**]*

Dated on _____ day of _____, _____ *[insert **date of signing**]*

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Tender Securing Declaration must be in the name of all partners to the Joint Venture that submits the Tender]

MANUFACTURERS AUTHORIZATION FORM

To *[name of the Procuring entity]*

WHEREAS

[Name of the principal]

who are established and reputation dealers in *[Type of business]*
having registered offices at *[Address of principal]* do hereby authorizing *[Name and address of tenderer]* to submit a tender, *[reference of the tender]* for the stated *(particulars of tender)*.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the services to be provided against this Invitation for Tenders.

[Signature for and on behalf of the principal]

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

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

FORM RB 1

**REPUBLIC OF KEN YA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETW EEN

..... 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 Noof20...

REQUES T FOR REVIEW

I/We....., the above-named Applicant(s), of address: Physical address..... Fax NoTel. NoEmail, 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 US E ONLY

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

SIGNED
Board Secretary

SELF DECLARATION FORM

FORM SD1

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

I, of Post Office Box

being a resident of in the Republic of

do hereby make a statement as follows: -

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

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

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

.....

(Title)

.....

(Signature)

.....

(Date)

Bidder Official Stamp

SELF DECLARATION FORM

FORM SD2

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

I, of Post Office Box

being a resident of in the Republic of

do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No.for (insert tender title/description) for **Office of The Director of Public Prosecutions** and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents/subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of **Office of The Director of Public Prosecutions.**
3. THAT the aforesaid Bidder, its servants and/or agents/subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of **Office of The Director of Public Prosecutions.**
4. THAT the aforesaid Bidder will not engage/has not engaged in any corrosive practice with other bidders participating in the subject tender.
5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....

(Title)

Bidder's Official Stamp

.....

(Signature)

.....

(Date)