

COUNTY GOVERNMENT OF NAKURU

COUNTY ASSEMBLY OF NAKURU

OFFICE OF THE CLERK TO THE ASSEMBLY



TEL: 0722590098
FAX: (051) 2216473

COUNTY ASSEMBLY
P O BOX 907-20100
NAKURU

Email: info@nakurucountyassembly.or.ke
Website: www.nakurucountyassembly.or.ke

SUPPLY AND DELIVERY OF DESKTOP COMPUTERS, LAPTOPS, PRINTERS, UPS AND OTHER ICT EQUIPMENT.

TENDER NO: CAN/T/O4/2015/2016-2016/2017
CLOSING DATE: 21ST OCTOBER 2015

TABLE OF CONTENTS

SECTION I	INVITATION TO TENDER.....
SECTION II	INSTRUCTIONS TO TENDERERS..... Appendix to Instructions to Tenderers
SECTION III	GENERAL CONDITIONS OF CONTRACT.....
SECTION IV	SPECIAL CONDITIONS OF CONTRACT.....
SECTION V	TECHNICAL SPECIFICATIONS.....
SECTION VI	SCHEDULE OF REQUIREMENTS.....
SECTION VII	PRICE SCHEDULE FOR GOODS.....
SECTION VIII	STANDARD FORMS.....
8.1	FORM OF TENDER.....
8.2	CONFIDENTIAL BUSINESS QUESTIONNAIRES FORMS.....
8.3	TENDER SECURITY FORM.....
8.4	CONTRACT FORM.....
8.5	PERFORMANCE SECURITY FORM.....
8.6	BANK GUARANTTE FOR ADVANCE PAYMENT FORM.....
8.7	MANUFACTURER'S AUTHORIZATION FORM.....

SECTION I

INVITATION TO TENDER

TENDER REF NO. CAN/T/O4/2015/2016-2016/2017**TENDER NAME** SUPPLY AND DELIVERY OF DESKTOP COMPUTERS, LAPTOPS, PRINTERS, UPS AND OTHER ICT EQUIPMENT.

- 1.1 County Assembly of Nakuru invites sealed bids from eligible candidates for supply and delivery of desktop computers, laptops, printers, UPS and other ICT equipment.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at County Assembly of Nakuru, Procurement office P.O Box 907-20100 Nakuru during normal working hours.
- 1.3 A complete set of tender documents may be downloaded by interested candidates in the Assembly's website: www.nakuru.assembly.go.ke
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at or be addressed to County Assembly of Nakuru, P.O Box 907-20100 Nakuru so as to be received on or before 21st October 2015 at 10.00 a.m
- 1.5 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for 180 days from the closing date of the tender.
- 1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at County Assembly of Nakuru boardroom.

SECTION II- INSTRUCTIONS TO TENDERERS

Table of Clauses

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

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

2.4. **The Tender Document**

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

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Tender Form and Price Schedules
- (vii) Tender Security Form
- (viii) Manufacturer's Authorization Form
- (ix) Confidential Business Questionnaire

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

2.5 **Clarification of Documents**

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query

but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

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

2.6 **Amendment of Documents**

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

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

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

2.7 **Language of Tender**

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

2.8 **Documents Comprising of Tender**

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

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

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

2.9 Tender Forms

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

2.10 Tender Prices

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

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

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

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

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 2.1. The tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if 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 0.5% 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 Procuring entity shall prepare two copies of the tender, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

- (a) Be addressed to the Procuring entity at the address given in the Invitation to Tender:
- (b) Bear, tender number and name in the Invitation for tenders and the words, “DO NOT OPEN BEFORE,” **21st October 2015 at 10.00 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 21st October 2015 at 10.00 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, on 21st October 2015 at 10.00 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 rate of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Preference

2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.26 Contacting the Procuring entity

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

2.27.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

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

(b) **Award Criteria**

2.27.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) **Procuring entity's Right to Vary quantities**

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

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

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

inform the affected tenderer or tenderers of the grounds for the Procuring entity's action

2.28 Notification of Award

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

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

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

2.29 Signing of Contract

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

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

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

2.30 Performance Security

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

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

2.31 Corrupt or Fraudulent Practices

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

(i) “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

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

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

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

Appendix to Instructions to Tenderers

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	Open to all bidders
2.14.1	0.5% of the tender sum
2.18.1	21 st October 2015 at 10.00 a.m
2.29.1	21 st October 2015 at 10.00 a.m

SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 Definitions.....

3.2 Application.....

3.3 Country of Origin.....

3.4 Standards.....

3.5 Use of Contract documents and information.....

3.6 Patent Rights.....

3.7 Performance security.....

3.8 Inspection and Tests.....

3.9 Packing.....

3.10 Delivery and documents.....

3.11 Insurance

3.12 Payment.....

3.13 Price.....

3.14 Assignments.....

3.15 Sub contracts.....

3.16 Termination for default.....

3.17 Liquidated damages.....

3.18 Resolution of Disputes.....

3.19 Language and law.....

3.20 Force Majeure.....

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
3.12.1	Payment will be up to 90 days from the delivery date
3.18.1	Direct informal negotiations will be used for resolving disputes

SECTION VI - SCHEDULE OF REQUIREMENTS

The successful bidder will be issued with an L.P.O as and when need arise

SECTION VI**TECHNICAL SPECIFICATIONS**

DESKTOP COMPUTER	
ITEM	REQUIREMENT
Processor & Core Logic	Intel Core i7 processor (2.80-GHz, 6.0 MB L2 cache, 1066-MHz FSB) or Higher
System Memory	Standard 4 GB, Upgradeable to at least 8 GB
Storage Subsystem	At least 500GB 7200 rpm SATA 3.0
Form Factor	Micro Tower
Display/Graphics	17" TFT Flat panel Color LCD, Same brand as CPU 1024x768.
Optical Drives	16X DVD+/-RW
Keyboard and Pointing Device	Enhanced keyboard 2 Button Scroll mouse
Audio	Stereo audio system with 2 speakers
Communication interface	10/100 Mbs Fast Ethernet 56K ITU V.90 data/fax modem, wake-on-ring ready
I/O interface ports	1 x PS/2 compatible keyboard or USB
	1 x PS/2 compatible mouse or USB
	1 x 25 Pin Parallel Port
	Front and rear USB Ports
	1Xrj45 jack for Ethernet
	1 x External VGA Port
Operating System	MS Windows ® 10 down-gradable to windows 7 licensed with CDs
Software	Latest Version, MS Office 2010 licensed with CDs Latest Version of anti-virus with licensed CDs
Power supply	220 – 240 VAC , 50/60 Hz
Warranty	One (1) Year
Original detailed and highlighted Brochures MUST be submitted	

LAPTOP COMPUTER

ITEM	REQUIREMENT
	Intel(R) Core(TM) i7-820QM Dual Core processor (2.40GHz, 8MB L3 Cache) or higher
System Memory	Standard 4 GB, Upgradeable to at least 8GB
Storage Subsystem	At least 500GB 7200 rpm SATA 3.0
Optical Drives	16X DVD+/-RW
Keyboard and Pointing Device	Enhanced keyboard 2 Button Scroll mouse
Audio	Stereo audio system
Communication interface	10/100 /1000 Mbs Ethernet
I/O interface ports	1 x PS/2 compatible keyboard or USB
	1 x PS/2 compatible mouse or USB
	1Xrj45 jack for Ethernet
	1 x External VGA Port
Operating System	MS Windows ® 10 down-gradable to window 7 licensed with CDs
Software	Latest Version, MS Office 2010 licensed with CDs Latest Version of anti-virus with licensed CDs
Accessories	Executive leather carry case
Power supply	220 – 240 VAC , 50/60 Hz
Warranty	One (1) Year
Original detailed and highlighted Brochures MUST be submitted	

COLOR/BLACK LASERJET PRINTER	
ITEM	REQUIREMENT
Print speed, black (best quality mode)	Up to 35ppm
Print speed, black (normal quality mode)	Up to 35 ppm
First page out (black)	As fast as 8 sec
First page out (color)	As fast as 8 sec
Monthly duty cycle	Up to 100,000 pages
Print resolution, black	Up to 1200 x 1200 dpi
Print resolution, color	Up to 1200 x 1200 dpi
Ink cartridges	4 (1 each black, cyan, magenta, yellow); all pre-installed
Paper tray(s), minimum	3
Memory	512MB
Duplex Printing	Automatic
Processor speed	At least 800MHz
Print languages, standard	HP PCL 5, HP PCL 6, HP postscript level 3 emulation, direct PDF (v 1.7) printing
Mobile printing capability	HP ePrint, Apple AirPrint™, Business Application, Wireless Direct Print
Maximum Input capacity	Up to 1100 sheets
Wireless capability	Yes, built-in WiFi 802.11 b/g/n, Wireless direct printing
Connectivity	High Speed USB 2.0 1 host usb, 1 Ethernet 10/100/1000 gigabit network, 1 walk-up USB, 1 wireless 802.11b/g/n
	Two enhanced input/output (EIO slots)
	Gigabit Ethernet Print Server
Compatible operating systems	Full software installs supported on: Microsoft® Windows®10 32-bit and 64-bit, Windows Vista® 32-bit and 64-bit, Windows® XP 32-bit (SP2 or higher) Driver only installs supported on: Microsoft® Windows® Server 2008 32-bit and 64-bit, Windows® Server 2003 32-bit (SP3 or higher) Mac OS X v 10.5, v 10.6, v 10.7
Software included	Print drivers and installation software on CD-ROM, PCL6, PostScript Level 3 emulation
Warranty	One (1) Year
Original detailed and highlighted Brochures MUST be submitted	

MULTIPURPOSE PHOTOCOPIER (4 in one)	
ITEM	REQUIREMENTS
Printing specifications	
Functions	
All-in-one functions	Print, copy, Scan and Fax
Multitasking capability	Yes
Print quality technology	
Print technology	Laser
Print speed, black (normal quality mode)	Up to 40 ppm
Print speed, color (normal quality mode)	Up to 40 ppm
First page out (black)	As fast as 6 sec
First page out (color)	As fast as 6 sec
Monthly duty cycle	Up to 200,000 pages
Recommended monthly print volume	8,000 to 17,000 pages
Print resolution, black	Up to 1200 x 600 dpi
Print resolution, color	Up to 1200 x 600 dpi
Memory	2048 MB RAM + 320 GB HDD
Processor speed	PowerPC 750GL/916MHz
Paper handling	
Paper handling optional, input	1 x 500 Feeder Stand, 3 x 500 feeder stand-one or the other of these should be present with each unit.
Paper handling optional, output	Tray 1 and a Cassette Tray 2 and 3 (Tray 1 holds 100 sheets, Tray 2 and 3 holds 500 sheets each) F Bundle includes and additional 2 x 500 sheet input trays (trays 4 and 5)
Paper handling standard, output	500-sheet face down output bin
Envelope capacity	Up to 10 envelopes
Duplex printing	Automatic
Document finishing	Sheetfeed simplex or duplexed face down to standard output bin; Optional devices handle Stacking, Stapling and Booklet making
Media sizes, standard	Multipurpose tray 1: letter, letter-R, legal, executive, statement, 8.5 x 13 in, 11 x 17 in, 12 x 18 in, index cards (4 x 6, 5 x 8), envelopes (No. 9, 10, Monarch); Input tray 2: letter, letter-R, legal, executive, 8.5 x 13 in, 11 x 17 in; Input trays 3, 4, and 5: letter, letter-R, legal, executive, 8.5 x 13 in, 11 x 17 in, 12 x 18 in
Media sizes, custom	Multipurpose tray 1: 4 x 5.5 to 12.6 x 18 in; Tray 2: 5.8 x 8.3 to 11.7 x 17 in; Trays 3, 4, 5: 5.8 x 8.3 to 12.6 x 18 in
Media types	Paper (bond, recycled, glossy, mid-weight, heavy, heavy glossy, extra heavy, extra heavy glossy, rough, tough), transparencies, labels, envelopes, cardstock, user-defined
Scanner specifications	

Scanner type	Flatbed, ADF
Scan resolution, optical	Up to 600 dpi

Scan size, maximum (flatbed)	11.7 x 17 In
Scan size, maximum (ADF)	11.7 x 17 In
Scan speed (default)	Up to 40 ppm (mono letter simplex); up to 38 ppm (mono A4 simplex); up to 41 ppm (mono A3 simplex) up to 16 ppm (mono letter duplex); up to 15 ppm (mono A4 duplex); up to 16 ppm (mono A3 duplex)
Scanner features	Yes
Automatic paper sensor	Yes
Supported file formats	PDF, JPEG, TIFF, or MTIFF
Copier specifications	
Copy resolution, black	Up to 600 x 600 dpi
Copy resolution, color	Up to 600 x 600 dpi
Copy reduce/enlarge settings	25 to 400%
Maximum number of copies	Up to 999 copies
Fax specifications	
Faxing	Yes
Fax transmission speed (seconds per page)	13 sec per page
Fax resolution, black (dots per inch)	Up to 300 x 300 dpi (Recv can support 400x400)
Speed dials, maximum number	100 speed dials and 100 numbers per speed dial.
Auto redial	Yes
Fax delayed sending	No
Fax broadcast	100 Locations
Junk fax barrier	Up to Blocked 20 fax numbers
Polling	No
Remote retrieval	No
Fax forwarding	Yes
Warranty	1 year
Connectivity	
Connectivity, standard	1 Hi-Speed USB 2.0, 1 built-in wired Ethernet, 1 PictBridge, 1 built-in wireless 802.11b/g
Connectivity, optional	HP bt300 Bluetooth Wireless Printer Adaptor Q3395A
Macintosh compatible	Yes
Print drivers, standard	HP PCL 3 GUI
Compatible operating systems	
Microsoft Windows 8, Windows 7, Windows XP Home, Windows XP Professional, Windows Server 2012, Windows 2008, Mac OS X v10.2.8, 10.3, 10.4, 10.5, 10.6, Linux	
Warranty	1 year
Original detailed and highlighted Brochures MUST be submitted	

EXTERNAL HARDDISK	
ITEM	REQUIREMENTS
Capacity	2TB
Hard Disk Spindle Speed	7200 rpm
Cache	2 MB
Hard disk Interface	FireWire 800, FireWire 400 and USB 2.0
Data Transfer Rate	480 MB/s
Seek time	14 ms
Compatible operating systems	Windows 7, Windows 8, Windows 10 and Mac OS 9.x / 10.1 or higher
Power Source	USB bus and FireWire bus
Power Requirements	100 - 240 VAC
Warranty	1 year
Original detailed and highlighted Brochures MUST be submitted	

STANDBY UPS	
ITEM	REQUIREMENTS
Power provided	At least 650 VA
Input Voltage Swing	AC 196 - 280 V
Output voltage Range	AC 230 V
Localization	220 - 240V / 50Hz
Output Frequency	50 - 60HZ auto-sensing
Design	automatic voltage regulaton
	Mains Isolation
	User replaceable batteries
	Static-Automatic bypass
	Run time (full load) 2,4 min
	Maintenance bypass incase of servicing
Battery Module	Minimum 16 minutes backup time on 50% rated outout
	Minimum 5 minutes backup time on 100% rated outout
	Minimum 3 year lifetime
	Type (Sealed lead-acid preferred)
	Automatic periodic battery tests
	Short recharge time (Maximum 5 hours for 100% runtime)
	Protection against excessive/damaging discharge
Protection	Output Overload
	Input/Output short-circuit
Communication Interface	Serial port communications support
Warranty	1 Year OnSite Repair & Replace
Original detailed and highlighted Brochures MUST be submitted	

INDUSTRIAL/MODULAR UPS

ITEM	REQUIREMENTS
Rating	At least 6 KVA
Input Voltage Swing	Minimum. 220V to 270V
Output voltage	220V - 240V
Output Frequency	50 - 60HZ auto-sensing
Design	automatic voltage regulation
	Mains Isolation
	User replaceable batteries
	Static-Automatic bypass,SMART capabilities enabled
	Maintenance bypass in case of servicing
Battery Module	Minimum 60 minutes backup time on 50% rated output
	Minimum 30 minutes backup time on 100% rated output
	Minimum 5 year lifetime, on Battery
	Type (Sealed lead-acid preferred)
	Automatic periodic battery tests, Front panel mounted fuse
	Short recharge time (Maximum 5 hours for 100% runtime)
	Protection against excessive/damaging discharge
Protection	Output Overload
	Input/Output short-circuit
Form Factor	Rack Mountable
Communication Interface	Asynchronous serial COM port, 10BaseT Ethernet SNMP/HTTP port, Transport Cases, Slides and
Optional accessories	Alternate I/O Configurations, Dual Source Input, Battery Expansion, Battery less Operation, Battery charger/conditioner, power distribution unit, System interface Mounting Kits
Operational environment requirements	Room temperature/humidity (ie. Min. Air Conditioning)
Warranty	At Least 2 years service, replace and Repair
Original detailed and highlighted Brochures MUST be submitted	

TABLET COMPUTER	
ITEM	REQUIREMENTS
Notebook Tablet series	Handwriting and voice recognition enabled through MS Windows 7 Professional. Handwriting must be digitized with an industry standard WACOM digitizer
Processor and core Logic	Intel® Core™2 Duo Processor L7500 (2.2GHz, 4MB, 800MHz)
Weight	1.70 kg (3.5 lb) or (4.0 lb inclusive of accessories)
System Memory	Up to 4GB PC2-5300/677MHz (3GB addressable with 32-bit OS)
Storage	500 GB HDD
	External (DVD-ROM/CD-ROM) - RW.
	Data Security with Embedded Security Subsystem (TCG)
	Secure Digital card slot for options that enable storage expansion.
Power System	Power management standard to support standby and Hibernation power saving modes
	Battery life of up to 6.3 hours on 8-cell Li-Ion Battery life
Display Graphics	12.1" TFT super-wide Angle with Anti-Reflective/Anti-Glare Protective Coatings Color LCD, 1024 X 768
Keyboard and pointing device	84/85/88 Key
	Built-in pointing device
	12 function keys, 4 cursor keys
	Embedded numeric pad
Audio	PCI 3D Audio system
	Built-in microphone
Communication interface	10/100Mbps Ethernet, RJ45 jack(NIC), RJ-11 Port (Modem), Bluetooth and wireless Technology
I/O Interface	3xUSB ports
	1xExternal VGA Port
	1 AC power
	Docking station with Parallel port, male serial port, vga connector, 2 USB ports, R- J45, R-J11(telecod connector)
Operating System	MS Genuine Windows 7 Professional Installed (Include Licenced CD)
	MS Office 2007 Professional installed & Licensed (Non OEM) Include CD
	Include PDF reader & writer and Media Playing Softwares
	Antivirus Solutions with most current updates.
Accessories	Fingerprint reader,
	At least a 128 MB Graphics Accelerator 900
	Carrying Case, power adapter and external optical mouse
Warranty	1 Year On Site Repair & Replace
Original detailed and highlighted Brochures MUST be submitted	

STILL CAMERA	
ITEM	REQUIREMENTS
Type	Single-lens reflex digital camera
Lens mount	Nikon F mount (with AF coupling and AF contacts)
Effective angle of view	Nikon FX format
Effective pixels	
Effective pixels	36.3 million
Image sensor	
Image sensor	35.9 x 24.0 mm CMOS sensor
Total pixels	37.09 million
Dust-reduction system	Image sensor cleaning, Image Dust Off reference data (requires Capture NX-D software)
Storage	
Image size (pixels)	•
•	1.2x (30x20): 6144 x 4080 (L), 4608 x 3056 (M), 3072 x 2040 (S)
•	DX format (24x16): 4800 x 3200 (L), 3600 x 2400 (M), 2400 x 1600 (S)
•	5:4 (30x24): 6144 x 4912 (L), 4608 x 3680 (M), 3072 x 2456 (S)
•	FX-format photographs taken in movie live view: 6720 x 3776 (L), 5040 x 2832 (M), 3360 x 2400 (S)
•	DX-format photographs taken in movie live view: 4800 x 2704 (L), 3600 x 2024 (M), 2400 x 1600 (S)
Note: Photographs taken in movie live view have an	
File format	•
•	TIFF (RGB)
•	JPEG: JPEG-Baseline compliant with fine (approx. 1:4), normal (approx. 1:8) or basic
•	NEF (RAW)+JPEG: Single photograph recorded in both NEF (RAW) and JPEG formats
Picture Control system	Can be selected from Standard, Neutral, Vivid, Monochrome, Portrait, Landscape, Flat;
Storage media	SD (Secure Digital) and UHS-I compliant SDHC and SDXC memory cards; Type I
Dual card slots	Either card can be used for primary or backup storage or for separate storage of NEF
File system	DCF 2.0, DPOF, Exif 2.3, PictBridge
Viewfinder	
Viewfinder	Eye-level pentaprism single-lens reflex viewfinder
Frame coverage	•
•	1.2x (30x20): Approx. 97% horizontal and 97% vertical
•	DX (24x16): Approx. 97% horizontal and 97% vertical
•	5:4 (30x24): Approx. 97% horizontal and 100% vertical
Magnification	Approx. 0.7x (50 mm f/1.4 lens at infinity, -1.0 m-1)
Eyepoint	
Diopter adjustment	-3 to +1 m-1

PROFESSIONAL VIDEO CAMERA	
ITEM	REQUIREMENTS
Image Sensor	Three 1/2.8" Exmor CMOS Sensors
Image Sensor size	1/4 in
Minimum Filter Diameter	40 mm
Total minimum pixels	8 MP
Minimum Digital Zoom	200 X
Optical Zoom	10 X
Min Focal Length	40 mm (35 mm equivalent)
Minimum Shutter Speed	1/4 to 1/10,000 second
Image Stabilization	Optical
Audio Support	5.1 Surround Sound, AC-3 (2 channels)
Video Capture Format	HD: MPEG-4 AVC/H.2264 AVCHD 2.0,SD: DV (AVI), MP4: MPEG-4/H.264 with
Maximum Video Capture Resolution	<p>HD PS (28Mbps): 1920 x 1080/60p, 16:9 FX (24Mbps): 1920 x 1080/60i, 30p,24p, 16:9, 1280 x 720/60p, 16:9 FH (17Mbps): 1920 x 1080/60i, 30p,24p, 16:9, 1280 x 720/60p, 16:9 HQ (9Mbps): 1440 x 1080/60i, 16:9, 1280 x 720/60p, 16:9 LP (5Mbps): 1440 x 1080/60i, 16:9</p> <p>SD DV (25Mbps): 720 x 480/60i, 16:9, 4:3</p> <p>MP4 MP4 (3.5Mbps): 1280 x 720/30p, 24p, 16:9</p>
Display type	LCD
Display resolution	200,000 pixels
Video Broadcast Standard	NTSC: EIA standards, PAL: CCIR standards
Video signal	HDTV: 1080/60i, 1080/60p, 720/60p, HDTV: 1080/50i, 1080/50p, 720/50p
Recording Media	Memory Stick Duo, Memory Stick PRO Duo, Sony Memory Stick Image Capture (SD/SDHC/SDXC), High Definition Mini DV (recommended) ,MiniDV cassette
Flash	Accessory Shoe, Red-Eye Reduction
Still Camera resolution	10MP
Image Format	JPEG
White Balance	Preset (Outdoor:5600K), A, B
Exposure Settings	Auto Exposure, Manual Exposure
Internal Memory type	Hard drive/Flash Memory
Minimum Internal Memory	32 GB
Interface Connection	SD output, HD output , headphones, A/V Output, Component Video, HDMI, LANC Terminal, Microphone, Proprietary, S-Video, USB2.0 - Universal Serial Bus
Additional Features	Backlight Compensation, Built-in Light, Built-in Speaker, Fader Function, PictBridge Support, Touch Screen, Viewfinder Power
Focus Features	AF/MF selectable
Power requirement	7.2 V(Battery)
Power Source	AC Adaptor, Lithium-Ion Battery
Focus	AF/MF selectable
Iris	f/1.6 to f/11, auto/manual selectable
Warranty	1 Year Limited Warranty
Original detailed and highlighted Brochures MUST be submitted	
Included Components	AC Adapter, 2 Batteries, Battery Recharger, Cables - A/V (RCA Composite), Cables - Component Video, Cables - USB, Docking / Cradle Stand, Remote, software CD/DVD Rom, Carrying case

SECTION VII - PRICE SCHEDULE FOR GOODS

SUPPLY AND DELIVERY OF DESKTOP COMPUTERS, LAPTOPS, PRINTERS, UPS AND OTHER ICT EQUIPMENT (CAN/T/5/2015/2016)

ITEM NO	DESCRIPTION	COUNTRY OF ORIGIN	UNIT PRICE
1.	DESKTOP COMPUTER (as per attached specifications)		
2.	LAPTOP COMPUTER (as per attached specifications)		
3.	COLOR/BLACK LASERJET PRINTER (as per attached specifications)		
4.	PROFESSIONAL DIGITAL CAMCORDER (as per attached specifications)		
5.	MULTIPURPOSE PHOTOCOPIER (4 in one) (as per attached specifications)		
6.	EXTERNAL HARDDISK (as per attached specifications)		
7.	STANDBY UPS (as per attached specifications)		
8.	INDUSTRIAL/MODULAR UPS(as per attached specifications)		
9.	TABLET COMPUTER (as per attached specifications)		
10.	STILL CAMERA (as per attached specifications)		
11.	PROFESSIONAL VIDEO CAMERA (as per attached specifications)		
TOTAL AMOUNT =			

Signature of tenderer _____

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

The prices should be inclusive of all taxes and delivery costs to the Assembly offices.

SECTION VIII - STANDARD FORMS

8.1 FORM OF TENDER

Date _____
Tender No. _____

To: _____

[Name and address of procuring entity]

Gentlemen and/or Ladies:

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

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

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

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

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

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

Dated this _____ day of _____ 20 _____

[Signature]

[In the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business

You are advised that it is a serious offence to give false information on this form

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

	Part 2 (a) – Sole Proprietor
Your name in full	Age
.....	
Nationality	Country of origin
.....	
• Citizenship	details
.....	
.....	
•	
	Part 2 (b) Partnership
Given details of partners as follows:	
Name	Nationality

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)

8.7 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.

8.9 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

EVALUATION CRITERIA:

The following evaluation criteria shall be applied not withstanding any other requirement in the tender documents.

A. MANDATORY REQUIREMENTS (MR)

The following requirements must be met by the tenderer

NO.	REQUIREMENTS	RESPONSIVE OR NOT RESPONSIVE
MR1	Must Submit a copy of certificate of Registration/Incorporation	
MR2	Must Submit a copy of Valid Tax Compliance certificate	
MR3	Must submit a copy of VAT certificate	
MR4	Must submit a copy of PIN certificate	
MR5	Must submit a duly filled tender document	

At this stage, the tenderer's submission will either be responsive or non-responsive. Then non responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

TECHNICAL SCORES (TS)

This section (Technical Evaluation) will be marked out of 100 and will determine the technical score (TS)

NO.	EVALUATION ATTRIBUTE	WEIGHTING SCORE	MAXIMUM SCORE
T.S.1	Number of years in Business	5 years and above =10 marks Others prorated at: <u>Number of Years x 10</u> 10	10
T.S.2	Provide a list of at least 10 clients and references to which the company has done similar supply or services	10 Clients with references letters from the clients – 20 marks Others prorated at: <u>Number of Clients' x 20</u>	20
T.S.3	Financial Strength: Provide audited accounts for the last two years (2013 and 2014)	Two years audited accounts – 10 marks One year audited accounts – 5 marks	10
T.S.4	Physical Facilities: • Provide details of physical address and contacts – attach evidence	Details of physical address and contacts with copy of either title, lease document or latest utility bill	10

T.S.5	Organization structure and curriculum vitae of staff	Give structure with details of Responsibilities	10
T.S.6	Provide Details of any relevant certifications and/or manufacturer's authorization certificate	Attach a copy	10
T.S.7	Dully filled business questionnaire		10
T.S.8	Tender security (0.5%)		10

Only bidders who score 70% and above will be subjected to financial evaluation. Those who score below 70% will be eliminated at this stage from the entire evaluation process and will not be considered further.

C. FINANCIAL SCORE (FS)

The formulae for determining the Financial Score (FS) shall be as follows:-
 $FS = 100 \times FM / F$ where FS is the financial score; Fm is the lowest priced bidder and F is the price of the bidder under consideration.

D. COMBINED TECHNICAL AND FINANCIAL SCORES (S)

Bidders will be ranked according to their combined technical (TS) and financial (FS) scores using the weights (T =the weight given to the Technical Proposal; P the weight given to the Financial Proposal; $T + p = 1$) indicated

below. The combined technical and financial score, S, shall be calculated as follows:-

$$\mathbf{S = TS \times T \% + FS \times P}$$

% Weighting

$$\mathbf{T = 0.70}$$

$$\mathbf{P = 0.30}$$