



## **KENYA BIOVAX INSTITUTE LIMITED**

**TENDER No. BIOVAX/IFT/001/2022-2023**  
**TENDER NAME: SUPPLY, DELIVERY AND**  
**INSTALLATION OF ICT RELATED ITEMS**

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## **Introduction**

- 1.1 This Standard Tender Document has been prepared for use by public entities in Kenya
- 1.2 The following general directions should be observed when using the document.
  - (a) Specific details should be furnished in the Invitation to Tender and in the special conditions of contract. The final documents to be provided to the tenderers should not have blank spaces or give options
  - (b) The Instructions to Tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and the appendix to instructions to tenderers.
- 1.3
  - (a) Information contained in the Invitation to Tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate and shall indicate any important tender requirements.
  - (b) The Invitation to Tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following the invitation for expression of interest for which the invitation is issued.

**SECTION I                    INVITATION TO TENDER**  
**DATE 5<sup>TH</sup> DECEMBER, 2022**

**TENDER REF NO. BIOVAX/IFT/001/2022-23**

**TENDER NAME: SUPPLY, DELIVERY AND INSTALLATION OF ICT RELATED ITEMS**

- 1.1 The Kenya Biovax Institute Limited invites sealed bids from eligible candidates for Supply, Delivery and Installation of ICT Related items
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at [www.biovax.go.ke](http://www.biovax.go.ke) website.
- 1.3 A complete set of tender documents may be obtained by interested candidates by downloading it from the BIOVAX website: [www.biovax.go.ke](http://www.biovax.go.ke) free of charge. Those who download the tender document and intend to submit a bid are encouraged to furnish BIOVAX at [info@biovax.go.ke](mailto:info@biovax.go.ke) with their particulars for the purpose of receiving any further tender clarification and/or addendum.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and tender title and be deposited in the Tender Box at **Afya House ground floor** or be addressed to **The Director-General, Kenya Biovax Institute Limited P.O. Box 40779-00100 NAIROBI**, so as to be received on or before **20<sup>th</sup> December, 2022 at 10.00 am**
- 1.5 Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and shall remain valid for Ninety (90) 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.

**MANAGER-SUPPLY CHAIN MANAGEMENT,**  
**FOR DIRECTOR-GENERAL/CEO:**  
**KENYA BIOVAX INSTITUTE LIMITED**

**SECTION II - INSTRUCTIONS TO TENDERERS**

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**SECTION II - INSTRUCTIONS TO TENDERERS**

## **2.1 Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

## **2.2 Eligible Goods**

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

## **2.3 Cost of Tendering**

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be

responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2 The price to be charged for the tender document shall be NIL

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

## 2.4. **The Tender Document**

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

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

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

## 2.5 **Clarification of Documents**

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have

received the tender document.

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

## **2.6 Amendment of Documents**

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

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

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

## **2.7 Language of Tender**

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

## **2.8 Documents Comprising of Tender**

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

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be



supplied by the tenderer are eligible goods and services and conform to the tender documents; and

- (d) tender security furnished in accordance with paragraph 2.14

## **2.9 Tender Forms**

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

## **2.10 Tender Prices**

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the equipment, installation and configuration 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, installation and configuration.

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

2.10.4 The validity period of the tender shall be 90 days from the date of opening of the tender.

## **2.11 Tender Currencies**

2.11.1 Prices shall be quoted in Kenya Shillings 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 tenderer's 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 NIL and not in the form of bankers cheque, Insurance from approved list of PPRA (Public Procurement Regulatory Authority), bank guarantee or bank draft .

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

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

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

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

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

2.14.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 2.27
  - or
  - (ii) to furnish performance security in accordance with paragraph 2.28

## 2.15 **Validity of Tenders**

2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## 2.16 **Format and Signing of Tender**

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

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

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,**” **20<sup>TH</sup> DECEMBER, 2022****at 10.00 am**

2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

## **2.18 Deadline for Submission of Tenders**

Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 not later than **20<sup>TH</sup> DECEMBER, 2022****at 10.00 am**

2.18.1 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

2.18.2 Bulky tenders which do not fit in the tender box shall be received by the procuring entity as provided for in the Appendix.

## **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**

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **10.00 am on 20<sup>th</sup> December 2022** and in the location specified in the Invitation to Tender.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.20.1 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.

2.20.2 The Procuring entity will prepare minutes of the tender opening.

## **2.21 Clarification of Tenders**

2.21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.21.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.22 Preliminary Examination**

2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

## **2.23 Conversion to Single Currency**

2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

## **2.24 Evaluation and Comparison of Tenders**

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

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

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

## **2.25 Contacting the Procuring entity**

2.25.1 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.

2.25.2 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.

## **2.26 Award of Contract**

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

2.26.1 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.



2.26.2 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.

2.26.3 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**

2.26.4 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**

2.26.5 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**

2.26.6 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

**2.27 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 constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.27.3 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

## **2.28 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 send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.28.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there

2.28.3 is an administrative review request.

2.28.4 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.

## **2.29 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 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.

## **2.30 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 when used in the present regulations, the following terms are defined as follows;

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

2.30.2 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 Tenderers**

### **Notes on the Appendix to the Instruction to Tenderers**

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to the corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the goods to be procured and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
  - (a) The information that specifies and complements provisions of Section II to be incorporated
  - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated
4. Section II should remain unchanged and can only be amended through the Appendix.
5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

## 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

<b>INSTRUCTIONS TO TENDERERS REFERENCE</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
2.1.1 Mandatory requirements	To be eligible to tender, firms shall furnish the following documents as part of their qualifications to perform the contract if their tender is accepted: Valid tax compliance certificate iTax PIN certificate VAT certificate Certificate of incorporation County business permit Company profile Audited accounts for the last two years Dully filled confidential business questionnaire. Declaration that the firm is not debarred from participating in the tender Self-declaration that the firm is participating in the tender independently Manufacturer's Authorization form dully filled and signed
2.14.1 Tender Security	NIL tender security
2.18.1 Tender closing and opening date	Monday, 20 <sup>th</sup> December, 2022 at 10.00 am

2.18.3 Receipt of bulky tender document	Bulky tenders shall be registered and received at BIOVAX Procurement office
2.20.1	<i>As in 2.18.1 above</i>
2.29.1	<i>Indicate particulars of performance security</i>

### **SECTION III: GENERAL CONDITIONS OF CONTRACT**

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## **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 it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	<i>Indicate particulars of performance security</i>
3.12.1	Payment shall be made within 60 days of presentation of invoice and inspection and acceptance certificate
3.18.1	Laws of Kenya shall apply in any dispute resolution

## SECTION V - TECHNICAL SPECIFICATIONS

### ICT EQUIPMENT AND ACCESSORIES SPECIFICATIONS

1. LAPTOP COMPUTER – GENERAL – QTY 10	
FEATURE	MINIMUM SPECIFICATIONS
Processor & Core Logic	11th Gen. Intel® Core™ i5 with Intel® UHD Graphics
System Memory (RAM)	8 GB DDR4 SDRAM
Storage Subsystem	256GB PCIe NVMe SSD
Keyboard and Pointing Device	Full-size keyboard with numeric keypad USB Optical Wheel Mouse
Audio	Stereo audio system, combo microphone in/audio out
Communication	10/100 /1000 Mbs Gigabit Ethernet
Webcam	Integrated HD IR webcam
Wireless Technology	Intel® Dual Band Wireless 802.11a/b/g/n/ac (2x2) Wi-Fi® and Bluetooth® Combo
Display	Screen: 14 " diagonal with a scratch-resistant Corning® display and Compatible with Gorilla® Glass
I/O interface ports	2 X USB 3.1 port , 2x USB 3.0 port, 1 x headphone/microphone Card reader, 1x HDMI port

Operating System	Genuine Windows® 10 Professional 64-bit, perpetual license (with licensed CD or back up CD)
Software	Latest Version, MS Office 2019 with perpetual license with CDs;
Accessories	Specialized laptop bag (back pack), USB Mouse, Laptop Security Lock Cable
Power subsystem	Power management standard to support standby and Hibernation power saving modes Long Life 6-cell, 95.6 WHR, Up to 16 hours Battery life;1 AC Power Connector
Warranty	One (1) Year
Original detailed and highlighted <u>Brochures</u> of the <u>product on offer only</u> MUST be submitted	
An updated CR12 and other updated statutory documents must be submitted	

2. DESKTOP COMPUTER -TYPE 3 – QTY 5	
FEATURE	MINIMUM SPECIFICATIONS
Processor & Core Logic	Intel® Core™ i7 Processor gen 10 (3.2 GHz, up to 4.6 GHz turbo, 12MB Cache, 2666 MHz, 6 core, 65W) + Intel® UHD Graphics 630
System Memory (RAM)	16 GB (DDR4-2666 SODIMM Memory) upgradable
Storage Subsystem	512 GB PCIe SSD
Form Factor	All-in-One
Display/Graphics	All-in-One 23" display (capacitive touch screen) with Integrated Intel® UHD Graphics with Energy Star rating
Optical Drives	16X Dual Layer DVD±/RW
Keyboard and Pointing	1 x USB Enhanced keyboard
Device	1 x USB Optical Wheel Mouse
Audio	Internal Stereo Speakers 1 headphone port

Webcam	Integrated 2 MP webcam and IR sense (front) and 2 MP webcam (rear), maximum resolution of 1920 x 1080
Communication interface	Integrated Intel®I0/100/1000 Mbps Gigabit Ethernet; Intel® 802.11ac Network Interface Card PCIe xl with Bluetooth®
I/O interface ports	4 USB 3.1 Gen 1 , 1 HDMI-out, 1Xrj45 jack for Ethernet 1 USB 3.1 Type-C™ (fast charging)
Operating System	Genuine Windows® 10 Professional (64-bit) preinstalled (OEM media for OS and Drivers supplied by vendor, perpetual license
Software	Latest Version, MS Office 2019 perpetual license (with licensed CD or back up CD) Latest Version of anti-virus with licensed CDs
Power supply	220 - 240 VAC , 50/60 Hz(auto-sensing)
Warranty	One (1) Year
Original detailed and highlighted <u>Brochures</u> of the <u>product on offer only</u> MUST be submitted	
An updated CR12 and other updated statutory documents must be submitted	

3. LASERJET PRINTER/SCANNER/COPIER - MULTIFUNCTIONAL COLOUR - QTY 5	
FEATURE	MINIMUM SPECIFICATIONS
GENERAL FUNCTIONS	PRINT, COPY & SCAN
Memory	2 GB
Paper trays	3
Processor speed	At least 800 MHz
Hard disk	32 GB SSD
Media Sizes	Letter ,legal, executive, A5, A4,A3
Media types	Plain paper, envelopes, transparencies, copier, bond {60 to 200 g/m2)
Document Feeder	350 sheets Yes {Standard)
Network	
Connectivity	High-speed USB 2.0 Two enhanced input/output (EIO slots) Gigabit Ethernet Print Server, Wireless

Compatible operating systems	Macintosh, Windows 10 Professional); Windows Server 2003 {32/64 bit); Mac OS Xv 10.2 or higher; Linux
<b>PRINTING</b>	
Print technology	Laser
Print speed Blade	45 ppm
Copying Speed Black	45 ppm
Print resolution	600 x 600 dpi
Print languages,	PCL 6, PCL Sc, postscript level 3 emulation
Maximum Input capacity	1100 sheets
Duplex printing	Automatic (Standard)
<b>SCANNING</b>	
Type	Flatbed, ADF
Scan resolution, optical	600 dpi
Scan speed	80ipm
Duplex ADF scanning	Yes
<b>COPYING</b>	
Copy speed	32ppm
cabinet	should be included
Warranty	One (1) Year
Original detailed and highlighted Brochures of the <u>product on offer only</u> MUST be submitted	
An updated CR12 and other updated statutory documents must be	

<b>4. DOCKING STATION – QTY 2</b>	
<b>FEATURE</b>	<b>MINIMUM SPECIFICATIONS</b>
Features	Featuring a hybrid 2-in-1 USB 3.0 and USB-C cable, a single connection from a host PC to this USB dock provides dual video outputs, wired Gigabit Ethernet, 3.5mm Headphone and Microphone jacks, two USB 3.0 ports, and four USB 2.0 ports
Connectivity	Built-in HDMI and DVI outputs each supporting 1920x1200 resolution @ 60Hz refresh rate. Includes DVI to VGA adapter and DVI to HDMI adapter. HDMI port supports resolutions up to 2560x1440 @ 50Hz with a single HDMI display only)



Compatibility	This laptop docking stations compatibility is universal; compatible with Windows 11, 10, 8.x and 7, and macOS 10.14 or later. Plug and play driver installation via Windows Update; manual driver installation on macOS.
Hardware Interface	VGA, Ethernet, HDMI, USB 3.0, USB 2.0
Total USB ports	Six (6) or more
Number of ports	Twelve (12) or more
HDMI ports	One or more
Wattage	20 watts and above
Warranty	One (1) Year

5. COMPUTER DISPLAY SCREEN - QTY 2	
FEATURE	MINIMUM SPECIFICATIONS
Type	Ultra Fine 4K Display with IPS Technology
Display	23.7 -inch (Diagonal)
Resolution	3840-by~2160 with support for millions of colors
Brightness	500 cd/m <sup>2</sup> (nits)
Color Gamut	P3 wide color gamut
Ports	2 x Thunderbolt 3 (input and output for daisy chain) , 3 x USB-C (USB 3.1 gen 1, 5 Gb/s)
Power Delivery	Up to 85W over Thunderbolt 3 or USB-C for host power and charging

Speaker Configurations	Stereo
Operating System	MacOS Mojave 10.14.5 or later
Connection:	Thunderbolt 3-enabled Mac, USB~C-enabled Mac or iPad Pro
Power Supply	100 ~240V AC
Warranty	One (1) Years Warranty
Original detailed and highlighted Brochures of the <u>product on offer</u> only MUST be submitted	
An updated CR12 and other updated statutory documents must be submitted	

6. MULTI-PURPOSE PHOTOCOPIER – QTY 1	
FEATURE	MINIMUM SPECIFICATIONS
Technology	Laser Monochrome
Main Function	Copy, Print, Scan, Fax
Writing Method	Semiconductor Laser
CPU	ARM Cortex-A9 (Dual Core) 1.2GHz
Print Speed (A4)	25 ppm or greater
Scanning Speed (A4) 300dpi	Simplex - 50/50 ipm or greater & Duplex - 16/16 ipm or greater

Memory	Standard 1GB to 3GB or greater
SSD Capacity	SSD 32GB to SSD 128GB
Warm Up Time	20 seconds or less
Paper Capacity	600 sheets [1 x 500 sheets (Cassette) + 100 sheets (MPT)] with a max of 1,600 sheets (Main Unit + 2 x 500 sheets PF-471 x1 + MPT)
Paper Size	Min. A5R – Max. A3 (Legal), MPT; Min. A5R – Max. A3 (Legal)
Trays	3 level trays
Duplex Printing	Paper size: A5R - A4/Legal; Paper weight: 60 - 163 g/m <sup>2</sup>
Output Capacity	Max. 250 sheets + 50 sheets with standard Job Separator
Control Panel	At least 4.3-inch Color Touch LCD Panel or greater, with voice prompt
Document Processor	Standard (Max. 50 sheets RADF Type)
Power Consumption	At least standby - 55W and copy/print mode - 390W
Noise Levels	At least on standby mode - 30dB(A) & copy/print mode - 50dB(A)
<b>COPY FUNCTIONS SPECIFICATION</b>	

Copy Size	Max. A3 (Ledger) – Min. A6R
Resolution	600 x 600 dpi
First Copy Time (Mono colour)	5.8 seconds
Zoom Ratio	Manual at least 25% – 400% and 5R5E pre-defined
Multiple Copy	1 – 999
<b>PRINT FUNCTIONS SPECIFICATIONS</b>	
Resolution	600 x 600 dpi; 1,200 x 1,200 dpi

PDL	PRESCRIBE, PCL6, KPDL3 (Postscript 3 compatible), XPS, PDF Direct Print
First Print Out Time Mono-colour	5.8 seconds
Supported Protocol	TCP/IP, NetBEUI, FTP, Port 9100, LPR, IPP, IPP over SSL, WSD Print, Apple Bonjour
Operating System Supported	Windows Server 2008, Windows Server 2008 R2, Windows Server 2012, Windows Server 2012 R2, Windows Vista, Windows 7, Windows 8, Windows 8.1, Windows 10; Apple Macintosh OS X 10.5 or later; Linux
Interface	USB 2.0 High Speedx1; Ethernet 10BASE-T/100BASE-TX/1000BASE-T; USB Host Interface (USB Host)x2; NFC TAGx1; 802.11 b/g/n/Wireless LAN/WiFi Direct
USB Memory Printing Format	TIFF, JPEG, PDF, XPS, Open XPS
Mobile Printing	Air Print, Mopria
<b>SCAN FUNCTIONS SPECIFICATIONS</b>	
Color Selection	Auto Color (Color/Gray); Auto Color (Color/B&W); Full Color; Grayscale; Black & White
Resolution	600dpi, 400dpi, 300dpi, 200dpi, 200x400dpi, 200x100dpi
File Format	TIFF, JPEG, XPS, Open XPS, PDF (High-compression PDF)
Image Type Mode	Text, Photo, Text + Photo, Light Text (Fine Line)
Transmission Type	Scan to SMB; Scan to E-mail (SMTP, SMTP over SSL); Scan to FTP or FTP over SSL; Scan to USB; TWAIN Scan; WSD Scan; WIA Scan
Address Storage	200 addresses (Common address list), 50 groups (Group address list)
<b>FAX FUNCTIONS SPECIFICATIONS</b>	
Original Size	Max. A3 (Ledger) - Min. A5
Coding Method	MMR, MR, MH, JBIG

Transmission Speed	33.6 kpbs
Memory	12MB
Network FAX	Yes
Original detailed and highlighted <u>Brochures</u> of the <u>product on offer only</u> MUST be submitted	
An updated CR12 and other updated statutory documents must be submitted	

7. LINE INTERACTIVE UPS-1500 VA – QTY 5	
FEATURE	MINIMUM SPECIFICATIONS
Output	Power capacity 1050 W/1500 VA
	Nominal Output Voltage 230 VAC
	Output Frequency Range (Batt. Mode) 50Hz or 60 Hz +- 1Hz
	Topology and output waveform
	Line interactive; sine wave
	Transfer time 2-6 ms, Typical
	Output Connections (6) IEC C13
Input	Input Voltage C 220-240 VA
	Input Frequency 50/60 Hz (auto sensing) +- 1Hz
	Input Voltage Range 165-290
	Vac+-5Vac
	Input connection IEC C14
	Input Voltage C 220-240 VA
Batteries	Battery type Maintenance-free sealed lead-acid battery

	Typical recharge time 4-6 hours recover to 90% capacity
	Full Load Runtime(min)> 2 mins 30 secs
	Battery connector be available
Communication and management	USB Port to support windows 2000/2003/XP/Vista/2008/7/8/10 RS-232 Standard
	LCD Display AC Mode, AVR Mode
	Battery Mode, Battery Level, Load Level, Input Voltage,
	Output Voltage, System Error, Battery Malfunction, Conformance, Regulatory CE Form Tower
Original detailed and highlighted <u>Brochures</u> of the <u>product on offer only</u> MUST be submitted	
An updated CR12 and other updated statutory documents must be submitted	

8. LCD ADVANCED PROJECTOR - QTY 2	
FEATURE	MINIMUM SPECIFICATIONS
Display Technology	LCD
Resolution (Minimum)	1920x1200
Brightness	Min 6000 ANSI Lumens
Lens Shift	VGA
Lamp Life	Min 4,0000 Hours
Power Consumption	Max 500 W, Auto lamp dimming
Accessories	Carry Case , Input cable, Wireless remote for projector
Contrast Ratio	Min 2000:1
Output Terminal	VGA, HDMI, USB
Warranty	1 year

Original detailed and highlighted Brochures of the product on offer only MUST be submitted

An updated CR12 and other updated statutory documents must be submitted

9. POWER EXTENSION CABLE – QTY 8	
FEATURE	MINIMUM SPECIFICATIONS
Ports	APC 5 Port Extension Cable With Surge Protector
Connectors	Input Connector(s) 1 x power BS 1363/Power Output Connectors Details 5 x power BS 1363
Power	Input Voltage AC 230 V/Frequency Required 50/60 Hz
Original detailed and highlighted <u>Brochures</u> of the <u>product on offer only</u> MUST be submitted	

<b>ALL IN ONE SMART BOARD WITH CAMERA– 65 INCH</b>	
<b>ITEM</b>	<b>MINIMUM REQUIREMENT</b>
Size	65"
Back Light	Edge LED
Resolution	3840x2160
Max brightness	400 cd/rri
Contrast ratio	4000:1
Touch Display	Integrated Touch Display (Not
Touch operation	Both with Touch Pen and Finger
Touch technology	Infrared technology
Touch point	10 points
Glass surface	Anti-Reflective
Viewing Angle	178 / 178
Speaker	10W + 10W
Weight	42Kg
Dimensions (WxDxH) ( display only)	1507mm x 882mm x 115mm
Input / Output terminals	1 x RJ45, 10/100/1000 Mbps
	2 x USB 3.0 ports
	1 x Microphone In
	1 x Headphone Out
	Wi-Fi
	1 x RS232



	1 xVGA
	1 x HDMI 1.4
	1 x HDMI2.0
In-Built Windows PC	In-Built i7 Processor/ 8 GB DDR3 RAM/ 120GB SSD /Windows 10 and
Basic Annotation Software	Two screen mode (Whiteboard Translucent Pen Software)
	Interactive Pen Software Tool Microsoft Power Point
	Insert of text box & image files
	Insert of diagrams and lines
	Collaboration with TWAIN
	Collaboration with MS presentation
MFP Connectivity	Documents and images scanned color-scan-capable MFP can be directly to a software for display LCD monitor. For added image data shown on screen- notations-can be saved to a PC or directly to an MFP for printout
<b>Camera</b>	
Sensor	The camera sensor should be 1/2.5", CMOS Effective Pixel: 8.51M or
Zoom	Minimum 8x digital zoom or
White Balance	Auto, Indoor and for outdoor also
Minimal illumination	0.05 Lux@ (F1.8, AOC ON)
Field of View	120° or better
Lens	Focus: f=2.8mm or better
Shutter speed	1/30s ~ 1/10000s or better
Digital Noise Reduction	2D&3D Digital Noise Reduction
Back Light Compensation	The camera should have a selectable Back- light compensation

Support Color System	H.265 / H.264 / MJPEG or better
Resolution Support	capable of support 4K resolution
Interface	The camera should have a standard HDMI USB interface
Signal support	The camera should support I frame rate video format 4K @ 30fps or better
PTZ control	Camera should support e PTZ or view
Microphone	Camera should have inbuilt
<b>Movable Floor stand or Wall</b>	Included
Main Accessories	QSG, Warranty Card, IB, Power Remote Control Unit, RC Battery, Mounting Kit, Extension Brackets, Extender Cable
<b>WARRANTY</b>	<b>ONE YEAR</b>
<b>ORIGINAL DETAILED AND HIGHLITED BROCHURES MUST</b>	

## TECHNICAL SPECIFICATIONS

### 1. CAMERA

- Smooth motorized pan, tilt and zoom controlled from remote or console  
Pan +/- 90° , Tilt +35° / -45 and 10x lossless HD zoom  
Field of View:
  - Diagonal: 90°
  - Horizontal: 82.1°
  - Vertical: 52.2°

Full HD 1080p 30fps, H.264 UVC 1.5 with Scalable Video Coding (SVC)  
Autofocus and 5 camera presets  
Far-end control (PTZ) of Conference Cam product (with supported services)  
Kensington security slot  
Video mute/unmute LED indicator  
Standard tripod thread

### 2. REMOTE CONTROL

- Camera, speakerphone, and call control
  - 5 camera presets
  - IR 8.5 m
  - Docks on speakerphone
  - CR2032 battery (included)

### **3. SPEAKERPHONE**

- Full-duplex performance, Acoustic echo cancellation and Noise reduction technology with Ultra-wideband audio
- Pairs with mobile devices via *Bluetooth* and NFC  
LCD for caller ID, call duration and other functional response, LEDs for speakerphone streaming, mute, hold, and *Bluetooth*  
Tactile buttons for call answer/end, volume and mute, *Bluetooth*, and camera controls  
5 camera presets for pan, tilt, and zoom settings and Kensington security slot

### **4. MICROPHONES**

- Pickup range: 6m  
Pickup range with expansion mics: 8.5 m  
Four omnidirectional, beamforming microphones  
Frequency response: 100Hz – 11KHz  
Sensitivity: -28dB +/-3dB  
Distortion: <5% from 200Hz

### **5. HUB / CABLES / POWER**

- Central Hub connects and powers all components  
Under-table mounting adhesive included  
One cable to camera: 5 m  
One cable to speakerphone: 5 m  
Extended cables available (10 m and 15 m)  
One USB cable for connection to PC/Mac (2 m)  
AC Power adapter with regional plugs  
Power cable (3 m)

### **6. MOUNT**

- Dual-purpose bracket works for both wall mounting and tabletop elevation

### **7. COMPATIBILITY AND CERTIFICATIONS**

- Plug-and-play USB connectivity  
Certified for Skype for Business and ready for Teams  
Zoom Certified  
Fuze Certified

Compatible with Google Meet

Microsoft Cortana®

Cisco Jabber®

Compatible with BlueJeans, BroadSoft, GoToMeeting, Vidyo, and other video conferencing, recording, and broadcasting applications that support USB cameras

## **5.1 General**

5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply

5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.

5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.

5.1.4 The tenderers are requested to present information along with their offers as follows:

- (i) Shortest possible delivery period of each product
- (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

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

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

## **SECTION VIII - STANDARD FORMS**

### **Notes on the sample Forms**

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

8.1 **FORM OF TENDER**

Date \_\_\_\_\_  
Tender No. \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
*[name and address of procuring entity]*

Gentlemen and/or Ladies:

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

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 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	Citizenship Details	Shares
	1. ....	.....	.....	.....
	2. ....	.....	.....	.....
	3. ....	.....	.....	.....
	4. ....	.....	.....	.....
	Part 2 (c) – Registered Company			
	Private or Public .....			
	State the nominal and issued capital of company-			
	Nominal Kshs. ....		.....	
	Issued Kshs. ....		.....	
	Given details of all directors as follows			
	Name	Nationality	Citizenship Details	Shares
	1. ....	.....	.....	.....
	2. ....	.....	.....	.....
	3. ....	.....	.....	.....
	4. ....	.....	.....	.....
	5. ....	.....	.....	.....
	Date .....		Signature of Candidate .....	

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



### 8.3 TENDER SECURITY FORM

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

THE CONDITIONS of this obligation are:-

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

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

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

[*signature of the bank*] \_\_\_\_\_  
(Amend accordingly if provided by Insurance Company)

## 8.4 CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ between ..... [name of Procurement entity] of ..... [country of Procurement entity] (hereinafter called “the Procuring entity) of the one part and ..... [name of tenderer] of ..... [city and country of tenderer] (hereinafter called “the tenderer”) of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer in the presence of \_\_\_\_\_

*(Amend accordingly if provided by Insurance Company)*

**8.5 PERFORMANCE SECURITY FORM**

To .....  
[name of Procuring entity]

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

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

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

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

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

Signed and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

**8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

To .....  
[name of Procuring entity]

[name of tender] .....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, ..... [name and address of tenderer](hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of ..... [amount of guarantee in figures and words].

We, the ..... [bank or financial institutions], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding ..... [amount of guarantee in figures and words]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until ..... [date].

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

**8.7 MANUFACTURER’S AUTHORIZATION FORM**

To *[name of the Procuring entity]* .....

WHEREAS .....*[ name of the manufacturer]* who are established and reputable manufacturers of ..... *[name and/or description of the goods]* having factories at ..... *[address of factory]* do hereby authorize ..... *[name and address of Agent]* to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. .... *[reference of the Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

---

*[signature for and on behalf of manufacturer]*

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

**8.8 LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

*(FULL PARTICULARS)* \_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**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*) of  
.....dated the...day of .....20.....in the matter of Tender No.....of  
.....20...

**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 of  
.....20.....

SIGNED  
Board Secretary