



KENYA BIOVAX INSITUTE LIMITED

TENDER No. BIOVAX/IFT/004/2023-2024
TENDER NAME: SUPPLY, INSTALLATION AND COMMISSIONING 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 12TH OCTOBER, 2023**

TENDER REF NO. BIOVAX/IFT/004/2023-24

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

- 1.1 The Kenya Biovax Institute Limited invites sealed bids from eligible candidates for Supply, Installation and Commissioning of ICT Related items
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at 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 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 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 **Biovax Embakasi Warehouse 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 **25TH October, 2023 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 not 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 not be a condition for this tender the form of bankers cheque, Insurance from approved list of PPRA (Public Procurement Regulatory Authority), bank guarantee or bank draft valid for 120 days from the date of tender opening.
- 2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

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

2.15 **Validity of Tenders**

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

2.16 **Format and Signing of Tender**

- 2.16.1 The Tenderer shall prepare **two copies** of the tender, clearly marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER,**" as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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

2.17 Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the Invitation to Tender:

(b) bear tender number and name in the Invitation for Tenders and the words, “**DO NOT OPEN BEFORE, 25th October 2023 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 25th October 2023 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 25TH October 2023 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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
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	Bidders must submit in their bid document tender security of Kshs. 100,000 valid for 120 days from the date of tender opening
2.18.1 Tender closing and opening date	25 TH October, 2023 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 10% of the contract sum.
- 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>performance security shall not be part of the contract sum</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

LAPTOP					
BIOVAX DESCRIPTION			BIDDER MATCHING SPECIFICATIONS	QTY	REMARKS
S/No	ITEM	MINIMUM SPECIFICATIONS			
1.	EXECUTIVE LAPTOP-QTY 1NO.				
	STORAGE	512GB, 1TB SSD			
	RAM	16GB Unified RAM			
	Display Features	16.2" 3456x2234 Liquid Retina XDR Screen			
	Graphics processor	16-core GPU			
	Neural Engine	19-Core GPU 16-Core Neural Engine			
	WIFI	Wi-Fi 6E (802.11ax) Bluetooth 5.3			
	BLUETOOTH	5.3			
	PORTS	3 Thunderbolt 4 / USB4 ports with Charging, SDXC card slot, 3.5mm audio jack			
		DXC Slot FaceTime HD 1080p Camera			

	Battery	70Wh Li-Po battery			
	Other Connectivity options	Force Touch Trackpad Touch ID Sensor 6 Stereo Speaker Audio System with Tweeters and Woofers, 3 Studio Quality Microphones, Dolby Atmos Audio, Spatial Audio, Wide Stereo Sound, Dynamic Head Tracking, Backlit Keyboard with Ambient Light Sensor, Touch ID, 3.5mm Audio Jack			
	Operating system	macOS Ventura			
2. Tier 1 laptops QTY 2					
	Processor	Intel Core i7 (10th generation or higher)			
	System Memory	16GB RAM (or higher) for efficient multitasking			
	Storage Subsystem	512GB NVMe SSD (or larger) for fast storage and ample space			
	Display	15.6-inch Full HD (1920x1080) IPS or OLED touchscreen display			
	Graphics	Integrated or dedicated GPU for smooth visuals			
	Operating System	Windows 11, Linux, Compatibility for up-to-date features			
	Battery Life	Minimum 5 hours of usage on a single charge			
	Connectivity	USB-C/Thunderbolt 4 ports, HDMI, SD card reader, and Ethernet			
	Wireless Technologies	Wi-Fi 6 for fast wireless connectivity			
	Build Quality	Premium materials, durable design			
	Keyboard	Backlit keyboard with comfortable typing experience			
	Audio	High-quality audio with clear speakers			
	Warranty	2 years.			
ACCESSORIES	<i>Carrying Case, wireless optical Mouse, Laptop stand and Mouse pad</i>				

- a. All items submitted for evaluation should be **the intended items for delivery and not a similar item.**
- b. Brochures **MUST** be provided and all matching specifications **should** be highlighted and verifiable on the **brochures.**

3. Tier 2 Laptops-QTY 5NO.

	Processor	<i>Intel® Core™ i7-4210U with Intel HD Graphics 4400/2.4 GHz and Chipset is integrated with processor</i>			
	System Memory	<i>8GB RAM</i>			
	Storage Subsystem	<i>512 GB SSD (7200 rpm), DVD+/-RW</i>			
	Battery Life	<i>Minimum 5 hrs with SSD (3-cell, 50 WHr)</i>			
	Webcam	<i>Integrated/Built-in 720p HD webcam</i>			
	Graphics	<i>Intel HD Graphics 4400</i>			
	Audio	<i>Internal Speakers, Built in Microphone</i>			
	Display	<i>13.6-inch touchscreen display</i>			
	Network Interface	<i>Intel I218-LM GbE (10/100/1000 NIC), Ethernet RJ-45 Connector</i>			
	Wireless Technologies	<i>Intel Dual Band Wireless-AC 7260 802.11a/b/g/n/ac (2x2) WiFi and Bluetooth</i>			
	Memory Slots	<i>2 SODIMM</i>			
	Ports	<i>At least 2 USB 3.0; 1 USB 3.0 charging; Display Port 1.2; VGA; 1 combo stereo headphone/mic jack; 1 AC power; 1 RJ-45; 1 docking connector; 1 secondary battery connector; 1 integrated Smart Card Reader</i>			
	Operating System	<i>Genuine MS windows 11, 64 bit licensed with CDs, & DVD burn software installed</i>			

	Software	Genuine MS Office 2019 professional perpetual license or later			
	Security	Security lock slot+ lock & key (included)			
	Warranty	One Year			

ACCESSORIES Carrying Case, wireless optical Mouse, Laptop stand and Mouse pad

- a. All items submitted for evaluation should be **the intended items for delivery and not a similar item.**
- b. Brochures **MUST** be provided and all matching specifications **should** be highlighted and verifiable on the **brochures.**

4. Tier 3 laptops-QTY 1NO.

	Processor	Intel Core i7 (8 th generation or higher)			
	System memory	8GB RAM (or higher)			
	Storage Subsystem	256GB SSD (or larger) for fast performance			
	Display touchscreen	Touchscreen display with at least Full HD (1920x1080) resolution			
	Graphics	Integrated or discrete graphics for enhanced visual performance			
	Operating system	(Windows 11 and 11 compatibilities)			
	Battery Life	Minimum 5 hours of usage on a single charge			
	Connectivity	At least two USB 3.0 or USB-C ports, HDMI, and an SD card reader			
	Wireless Technologies	Wi-Fi 6 for fast wireless connectivity			
	Build Quality	Durable and portable design			
	Warranty	One Year Limited Warranty or longer			

ACCESSORIES Carrying Case, wireless optical Mouse, Laptop stand and Mouse pad

- a. All items submitted for evaluation should be **the intended items for delivery and not a similar item.**
- b. Brochures **MUST** be provided and all matching specifications **should** be highlighted and verifiable on the **brochures.**

5. (ALL-IN-ONE) DESKTOP COMPUTER-QTY 2

	Processor	Intel® Core™ i7-10400, 6 cores, 12 threads, 2.9 GHz base frequency, up to 4.3 GHz with Intel Turbo Boost Technology, 12 MB cache (ALL IN ONE)			
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	System Memory	8GB DDR4 RAM, 2666 MHz			
	Storage Subsystem	256 GB SATA SSD			
	Graphics	Intel UHD Graphics 630			
	Audio	Integrated High Definition (HD) Audio			
	Network Interface	Intel Gigabit Ethernet LAN, 10/100/1000 NIC, Ethernet RJ-45 Connector			
	Memory Slots	2 DIMM			
	Ports	At least 4 USB 3.2 Gen 1; 2 USB 2.0; 1 Display Port 1.4; 1 HDMI 2.0; 1 VGA; 1 combo stereo headphone/mic jack; 1 AC power; 1 RJ-45			
	Operating System	Genuine MS Windows 11, 64-bit licensed.			
	Software	Genuine MS Office 2019 Professional Plus perpetual license or later with CDs			
	Security	Security lock slot + lock & key (included)			
	Warranty	1 year			
ACCESSORIES	<i>Carrying Case, wireless optical Mouse, Laptop stand and Mouse pad</i>				
<p>a. All items submitted for evaluation should be <u>the intended items for delivery and not a similar item.</u></p> <p>b. Brochures MUST be provided and all matching specifications should be highlighted and verifiable on the brochures.</p>					
6.	SHREDDER (QTY 5NO.)				
	Model No:	A-2215			
	Sheet Capacity	15 sheets A4 (70gsm)			
	Cut size	Cross Cut: 4*32mm			
	Duty Cycle	3 hours Continuous			
	Rated speed	2m/min			
	Auto start and stop/ reverse/overheat/ overload protection	YES			
	Shred;	Paper, CD, Credit card, clips, staples			
	Bin	Full sensor and 230mm working width			

	Bin Capacity	20L			
	Noise Level	<= 58Db			
	Gear	Metal			
	Power	220V/50Hz			
	Security Level	P-4			
	Basket type	Door open			
	Warranty	(Whole unit) 1 year			
	Warrant	(Motor and cutter): Lifetime			
	Product size (L X W XH)	At least 365 x 260 x 580mm			
	Net Weight	At least 18kg			

- a. All items submitted for evaluation should be **the intended items for delivery and not a similar item.**
- b. Brochures **MUST** be provided and all matching specifications **should** be highlighted and verifiable on the **brochures.**

7.	HEAVY DUTY SHREDDER (QTY 1)				
	Model no:	A-2325			
	Sheet Capacity	25 sheets A4 (70 gsm)			
	Cut size	Cross Cut: 3.9*40mm			
	Duty Cycle	3 hours Continuous			
	Rated Speed	2m/min			
	Auto start and stop/ reverse/ overheat/ overload protection	YES			
	Shred:	Paper, CD, credit card, clips, staples			
	Bin	Full sensor and 230mm working width			
	Bin Capacity	30L			
	Noise level	<=58			
	Gear	Metal			
	Power	220V/50Hz			
	Basket Type	Door open			
	Warranty (whole unit)	1 year			
	Warranty (motor and cutter)	Lifetime			
	Product size (L X W X H)	390 x 330 x 665 mm			
	Net weight	23kg			

- a. All items submitted for evaluation should be **the intended items for delivery and not a similar item.**
- b. Brochures **MUST** be provided and all matching specifications **should** be highlighted and verifiable on the **brochures.**

8.	MIFI ROUTER (2 QTY)			
	Router Type	5G MiFi Router		
	Network Compatibility	5G, 4G LTE, 3G, and 2G		
	Maximum Download Speed	At least 1 Gbps (5G)		
	Maximum Upload Speed	At least 100 Mbps (5G)		
	Wi-Fi Standards	IEEE 802.11ax (Wi-Fi 6)		
	Wi-Fi Bands	Dual-band (2.4 GHz and 5 GHz)		
	Number of Wi-Fi Devices Supported	At least 20 devices simultaneously		
	Display	Touchscreen display for status and settings		
	Battery Capacity	At least 3000 mAh for extended usage		
	Battery Life	Minimum 5 hours of continuous use		
	Ports	At least 1 USB-C port; 1 LAN Ethernet port		
	Security	WPA3 encryption, VPN support, firewall		
	Management	App-based or web-based management interface		
	Dimensions	Compact and portable design		
	SIM Card Slots	At least 2 SIM card slots, supporting multiple SIM cards		
	Warranty	One Year Limited Warranty		

- a. All items submitted for evaluation should be **the intended items for delivery and not a similar item.**
- b. Brochures **MUST** be provided and all matching specifications **should** be highlighted and verifiable on the **brochures.**

9.	CONSOLE CABLE (QTY 2)			
	Cable Type	Console cable with appropriate connectors		
	Connector Types	RJ-45 to DB9 or USB to RJ-45 (Specify connector types)		

	Cable Length	Minimum 6 feet			
	Compatibility	Support for connecting to networking equipment, routers, switches, and other devices with console ports			
	Cable Shielding	Fully shielded for signal integrity and protection			
	Durability	Durable and flexible cable construction			
	Connector Quality	High-quality connectors with secure fit			
	Warranty	One Year Limited Warranty or longer			
<p>a. All items submitted for evaluation should be <u>the intended items for delivery and not a similar item.</u></p> <p>b. Brochures MUST be provided and all matching specifications should be highlighted and verifiable on the brochures.</p>					
10.	HARD DISK DRIVE (QTY 4)				
	HDD Type	3.5-inch Internal Hard Disk Drive			
	Capacity	At least 4TB (Terabytes)			
	Interface	SATA III (6 Gb/s)			
	RPM (Rotations Per Minute)	At least 7200 RPM			
	Cache	At least 64MB cache			
	Form Factor	3.5-inch			
	Drive Speed	Maximum read and write speeds			
	Reliability	MTBF (Mean Time Between Failures) rating			
	Power Consumption	Energy-efficient operation			
	Noise Level	Quiet operation			
	Operating Temperature	Operating temperature range			
	Operating System Compatibility	Compatibility Support for major operating systems			
	Warranty	One Year Limited Warranty or longer			
<p>a. All items submitted for evaluation should be <u>the intended items for delivery and not a similar item.</u></p> <p>b. Brochures MUST be provided and all matching specifications should be highlighted and verifiable on the brochures.</p>					
11.	Flash Disk (USB FLASH DRIVE) QTY (4)				

	Capacity	At least 128GB storage capacity			
	Interface	USB 3.0 or higher for fast data transfer			
	Design	Durable and compact design			
	Compatibility	Supports major operating systems (Windows, macOS, Linux)			
	Transfer Speed	Minimum read speed of 100MB/s and write speed of 50MB/s			
	Protection	Supports data protection features (write-protection switch, password protection, encryption)			
	Form Factor	Small and portable form factor			
	Plug and play	No additional software required for basic functionality			
	Reliability	Resistant to shock, dust, and water (if possible)			
	Warranty	One Year Limited Warranty or longer			

- a. All items submitted for evaluation should be **the intended items for delivery and not a similar item.**
- b. Brochures **MUST** be provided and all matching specifications **should** be highlighted and verifiable on the **brochures.**

12.	ICT UTILITY TOOLBOX QTY 1 No.				
	Toolbox Type	Durable and portable toolbox with multiple compartments			
	Crimping Tool	High-quality crimping tool for electrical work			
	Screwdriver	A set of various screwdrivers (Phillips, flathead, etc.)			
	Anti-Static Wrist Strap	Anti-static wrist strap with grounding cord			
	Cutter	Sharp and durable cutter or wire stripper			
	Pliers	Set of pliers for gripping, cutting, and bending			
	Measuring Tape	High-quality measuring tape with metric and imperial measurements			
	Adjustable Wrench	Adjustable wrench for various nuts and bolts			
	Hammer	Sturdy hammer for general tasks			
	Level	Leveling tool for accurate measurements			

	Flashlight	Powerful flashlight with batteries			
	Safety Glasses	Protective safety glasses with ANSI Z87.1 certification			
	Gloves	High-quality work gloves for hand protection			
	Tool Organizer	Internal compartments and trays for organizing tools			
	Durability	Durable construction to withstand regular use			
	Locking Mechanism	Secure locking mechanism for tool storage			
	Warranty	One Year			

- a. All items submitted for evaluation should be **the intended items for delivery and not a similar item.**
- b. Brochures **MUST** be provided and all matching specifications **should** be highlighted and verifiable on the **brochures.**

13.	SERVER ROOM MONITOR STATION-QTY 1NO.				
	Screen size	32" smart screen			
	Aspect ratio:	16:9			
	Display Resolution	3,840 x 2160			
	Connectivity	Various HDMI and USB ports for external devices			
	Audio Quality	Clear and immersive audio with stereo or virtual surround sound			
	Energy Efficiency	Energy Star certified or equivalent			
	Warranty	1 year			
	Ethernet:	LAN			
	Panel Type:	LED			

- a. All items submitted for evaluation should be **the intended items for delivery and not a similar item.**
- b. Brochures **MUST** be provided and all matching specifications **should** be highlighted and verifiable on the **brochures.**

14.	SWITCH DUAL MONITOR-QTY 1NO.				
	Switch Type	Dual-Monitor Switch			
	Video Support	Support for dual monitors with specified resolution (e.g., 1080p or 4K)			
	Number of Ports	At least 4 or more computer ports			
	Video Interface	HDMI, DisplayPort, DVI, or VGA (Specify the required interface)			

	USB Support	USB keyboard and mouse support for seamless control			
	Audio Support	Optional audio switching support			
	Hotkey Switching	Keyboard hotkeys for quick and easy computer selection			
	On-Screen Display (OSD)	Integrated OSD for convenient configuration and management			
	Compatibility	Compatible with various operating systems (e.g., Windows, macOS, Linux)			
	Remote Control	remote control for remote switching			
	Rack-Mountable	rack-mounting capability			
	Cable Sets	Included cable sets for connecting computers and monitors			
	Compatibility with Monitors	Compatible with specified monitor types and resolutions			
	Power Supply	Powered by standard AC power			
	Warranty	One Year Limited Warranty			
15.	24-PORT SWITCH-QTY 2NO.				
	Switch Type	Catalyst Series-24 port			
	Number of Ports	24 Ethernet ports with data and POE options			
	PoE Support	Option for PoE and POE+			
	Switching Capacity	Minimum switching capacity of 48Gbps			
	Forwarding Rate	Minimum forwarding rate in Million Packets Per second(mpps)			
	Stacking Capability	Stackable with other Catalysts			
	Management	Web-based graphical Interface, DNA center Compatibility			
	Layer Support	Layer 2 and Layer 3 support for advanced networking			
	Quality of Service (QoS)	Advanced Qos Features for Prioritization			
	Security	Advanced security features, ACL's, and secure management			
	Redundancy Options	Optional redundant power supplies and cooling fans			

	IPV6 support	Support for IPV6 addressing and routing			
	Rack-Mountable	rack-mounting capability			
	Warranty	One Year			
<p>a. All items submitted for evaluation should be <u>the intended items for delivery and not a similar item.</u></p> <p>b. Brochures MUST be provided and all matching specifications should be highlighted and verifiable on the brochures.</p>					
16.	POWER SURGE PROTECTORS (QTY 5)				
	Surge Protector Type	Plug-in surge protector or surge suppressor			
	Outlets	At least 4 to 6 power outlets			
	Surge Protection	Rated to protect against power surges, voltage spikes, and lightning strikes			
	Maximum Energy Dissipation	Minimum 1000 Joules or higher			
	Power Rating	Supports the connected appliances' power requirements (e.g., 1800W or higher)			
	Indicator Lights	LED indicators for status and alerts			
	Compatibility	Suitable for various appliances and electronic devices			
	Wall Mounting	Wall-mountable or desk-mountable design			
	Construction	Durable and fire-resistant construction			
	Cord Length	Generous cord length for convenient placement			
	Safety Features	Overload protection, child safety covers, and surge protection			
	Warranty	Three Years or longer with connected equipment protection policy			
<p>a. All items submitted for evaluation should be <u>the intended items for delivery and not a similar item.</u></p> <p>b. Brochures MUST be provided and all matching specifications should be highlighted and verifiable on the brochures.</p>					
17.	DOCK STATION-QTY 2NO.				
	Compatibility	Universal compatibility with major laptop brands and models			

	Ports and Connectivity At least the following ports:			
		USB-C/Thunderbolt 3 or higher for data and power delivery		
		USB 3.0/USB-A ports		
		HDMI or DisplayPort for external displays		
		Gigabit Ethernet port		
		Audio ports (headphone/microphone)		
		SD card reader		
		Additional specialized ports		
	Power Delivery (PD)	Support for laptop charging via USB-C PD		
	Multi-Monitor Support	Support for dual or more external monitors (specific number of displays)		
	Maximum Resolution	High-resolution video output support (e.g., 4K or higher)		
	Network Connectivity	Fast and reliable Gigabit Ethernet connectivity		
	Audio	High-quality audio support		
	Construction	Durable and compact design		
	Compatibility with Peripherals	Support for various peripherals (keyboard, mouse, external hard drives, etc.)		
	Security	Lock slot for securing the docking station		
	Compatibility with Operating Systems	Compatible with Windows, macOS, and Linux		
	Cable Management	Cable management solutions to keep cables organized		
	Warranty	One Year Limited Warranty or longer		

- a. All items submitted for evaluation should be **the intended items for delivery and not a similar item.**
- b. Brochures **MUST** be provided and all matching specifications **should** be highlighted and verifiable on the **brochures.**

18.	DOCUMENT BINDER-QTY 1NO.			
	Binder Type	Three-ring binder		
	Material	Durable polypropylene or PVC construction		
	Ring Size	Standard 1-inch (25.4mm) rings or larger		
	Capacity	Approximately 200 sheets of 8.5" x 11" paper or equivalent		
	Number of Rings	Three rings for securing documents		
	Cover Design	Clear overlay cover for customization and labeling		
	Pocket Features	Interior pockets for additional storage and organization		
	Ring Mechanism	Easy-open and close rings for secure document storage		
	Closure Type	Snap button, D-ring, or lever arch		
	Size	Standard letter size		
	Spine Label Holder	Spine label insert for easy identification		
	Environmental Features	Recyclable or eco-friendly materials		
<p>a. All items submitted for evaluation should be <u>the intended items for delivery and not a similar item.</u></p> <p>b. Brochures MUST be provided and all matching specifications should be highlighted and verifiable on the brochures.</p>				

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.

NB

- 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

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full Age Nationality Country of origin </p> <ul style="list-style-type: none"> • Citizenship details • 																																
	<p>Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table border="0" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 40%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 25%;">Citizenship</th> </tr> <tr> <th>Details</th> <th>Shares</th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td></td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">2.</td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td></td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">3.</td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td></td> <td>.....</td> <td></td> <td></td> </tr> </tbody> </table>		Name	Nationality	Citizenship	Details	Shares			1.			2.			3.		
	Name	Nationality	Citizenship																														
Details	Shares																																
1.																																
																																
2.																																
																																
3.																																
																																

	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				
	<table style="width: 100%; border: none;"> <tr> <td style="width: 25%;"></td> <td style="width: 45%; text-align: center;">Name</td> <td style="width: 15%; text-align: center;">Nationality</td> <td style="width: 15%; text-align: center;">Citizenship Details</td> </tr> </table>		Name	Nationality	Citizenship Details
	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

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*) of
.....dated the...day of20.....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