



**MINISTRY OF AGRICULTURE, LIVESTOCK AND  
FISHERIES  
STATE DEPARTMENT OF AGRICULTURE**

**KENYA CEREAL ENHANCEMENT PROGRAMME –  
CLIMATE RESILIENT AGRICULTURAL LIVELIHOODS  
WINDOW  
(KCEP-CRAL)**

**TENDER FOR SUPPLY, AND INSTALLATION & OF ICT  
EQUIPMENT & ACCESSORIES FOR KCEP-CRAL  
PROGRAMME**

**MOALF/SDA/KCEP-CRAL/ICT/001/2017-2018**

**Closing Date 4<sup>th</sup> October, 2017 1400hrs**

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*Tender for supply and installation of ICT Equipment for KCEP-CRAL Programme*

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**SECTION A:**  
**INVITATION TO TENDER**

The Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) invites sealed tenders from eligible candidates under the category of AGPO- **Youth** for the **SUPPLY AND INSTALLATION OF ICT EQUIPMENT FOR KCEP-CRAL PROGRAMME** whose specifications are detailed in this Tender Document.

Interested eligible candidates may obtain further information from, and inspect the Tender Documents at the office of:

**The Senior Programme Coordinator,  
KCEP-CRAL Programme  
P.O. BOX 30028-00100,  
Email:tenders.kcepcralprogramme@gmail.com**

The document may also be downloaded FREE OF CHARGE from the Ministry's website: **www.kilimo.go.ke** under "tender" links or from the National Treasury's IFMIS portal **www.suppliers.treasury.go.ke.or;www.kcepcral.go.ke** or obtain a hard copy of the tender document from KCEP-CRAL procurement office at KALRO-NARL, Procurement upon payment to KCEP-CRAL, a non-refundable fee of **KES. 1,000** (through a bankers cheque only) or direct deposit to Equity Bank: (code: 68); Account NO: 1510263657085; Mayfair branch (code 151); SWIFT CODE: EQBLKENA.

Eligible bidders must forward their particulars immediately for records and any further tender clarifications and addenda. Downloaded copies are FREE. Email particulars to [tenders.kcepcralprogramme@gmail.com](mailto:tenders.kcepcralprogramme@gmail.com)

Tenders must be accompanied by security in the format specified in the attached form of tender Security, in a bank's letterhead, and amount indicated. The tender must be delivered in plain sealed envelope clearly marked **'TENDER FOR SUPPLY& INSTALLATION OF ICT EQUIPMENT FOR KCEP-CRAL PROGRAMME**

The **original** and **two** copies of the tender must be delivered to and dropped in the tender box situated at the reception of MOALF Ground floor Kilimo house, Cathedral Road. so as to reach the below address

**The Principal Secretary,  
State Department of Agriculture,  
P.O. Box 30028-00100,  
Kilimo House, cathedral road, Nairobi  
Tel: 0770174188**

**On or before: 4<sup>th</sup> October 2017 at 2.00pm**

**Tenders will be opened at 4<sup>th</sup> October 2017 at 10.30am.** in the presence of the candidates' Representatives who choose to attend at boardroom **on 7<sup>th</sup> floor, Kilimo House.**

**SENIOR PROGRAMME COORDINATOR**

Tender for Supply of ICT Equipment and Accessories for KCEP-CRAL Programme:

**SECTION B:**  
**GENERAL INFORMATION**

**Introduction**

**1. Eligible Tenderers**

1.1 This Invitation for Tenders is open to all tenderers eligible as described in the tender documents. Successful tenderers shall complete the supply of services by the intended completion date specified in the tender documents.

1.2 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

**2. Cost of Tendering**

2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL), will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

The Tender Document

**3. Contents**

3.1 The tender documents will comprise the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders.

- (i) Invitation for Tenders
- (ii) Instruction to Tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Price schedules
- (vi) Technical Specifications
- (vii) Tender Form
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form

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

#### **4. Clarification of Documents**

4.1 A prospective tenderer requiring any clarification of the tender document may notify Kenya Cereal Enhancement Programme–Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) in writing or facsimile at the address indicated in the Invitation for tenders.

Kenya Cereal Enhancement Programme–Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) will respond in writing to any request for clarification of the tender documents, which it receives five (5) days prior to the deadline for the submission of tenders. Written copies of Kenya Cereal Enhancement Programme–Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) 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.

#### **5. Amendment of Documents**

5.1 At any time prior to the deadline for submission of tenders, Kenya Cereal Enhancement Programme–Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL), 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.

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

5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, Kenya Cereal Enhancement Programme–Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL), at its discretion, may extend the deadline for the submission of tenders.

#### **Preparation of Tenders**

#### **6. Language of Tender**

The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and Kenya Cereal Enhancement Programme–Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL), 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.

#### **7. Documents Comprising the Tender**

Tender for Supply of ICT Equipment and Accessories for KCEP-CRAL Programme:

7.1 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 2.1.2 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 2.2.1 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

## **8. Tender Form**

8.1 The financial proposal shall follow standards in tender 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, and prices.

## **9. Tender Prices**

9.1 The tenderer shall indicate on an appropriate Price Schedule the unit prices and total tender price of the Services/goods it proposes to supply under the contract.

9.2 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 22.

## **10. Tender Currencies**

10.1 Prices shall be quoted in the following currencies:

- (a) For services and goods that the tenderer will supply, the prices shall be quoted in Kenya shillings.

## **11. Tenderers Eligibility and Qualifications.**

### **Requirements of Contract**

## **General Requirements**

11.1 Pursuant to paragraph 1 of section C, the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.

11.2 That the tenderer has the financial, technical, and capability necessary to perform the contract;

11.3 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 supply the Tenderer's Services prescribed in the Conditions of Contract and/or Technical Specifications.

## **12. Goods' Eligibility and Conformity to Tender Document.**

12.1 Pursuant paragraph 2 of this section, the tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of Services, which the tenderer proposes to supply under the contract.

The documentary evidence of the eligibility of the Services shall consist of a statement in the Price Schedule of the country of origin of the Services and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

12.3 The documentary evidence of conformity of the Services 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 characteristics of the Services;

(b) A clause-by-clause commentary on **Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL** Technical Specifications demonstrating substantial responsiveness of the Goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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 KCEP-CRAL 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 KCEP-CRAL satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

Tender for Supply of ICT Equipment and Accessories for KCEP-CRAL Programme:

### **13. Tender Security**

13.1 No tender securities shall be required from small and micro enterprises or enterprises owned by disadvantage groups participating in this tender.

13.2 Notwithstanding paragraph (1), target groups shall be required to complete and sign the Tender Securing Declaration Form set out in the Second Schedule.

13.3 Any bidder from the target group who fails to adhere to the terms of the Tender Securing Declaration Form shall be liable to debarment pursuant to section 115 of the Act.

### **14. Validity of Tenders**

14.1 Tenders shall remain valid for 120 days or as specified in the tender documents after date of tender opening prescribed by Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL), pursuant to paragraph 18. A tender valid for a shorter period shall be rejected by Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) as non-responsive.

14.2 In exceptional circumstances, Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) 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 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.

### **15. Format and Signing of Tender**

15.1 The supplier shall prepare the bid documents with **two copies**. Each document shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. In the event of any discrepancy between them, the original shall govern.

15.2 The original and all copies of the Technical tender document 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.



15.3 The tender shall have no interlineation, 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.

## **Submission of Tenders**

### **16. Sealing and Marking of Tenders**

16.1 The original and the two copies of the tender document offer shall be placed in a sealed envelope clearly marked **“Tender for supply and Installation of ICT Equipment for KCEP-CRAL Programme”**.

16.2 The inner and outer envelopes shall be addressed to:

**The Principal Secretary,  
State Department of Agriculture,  
P.O. Box 30028-00100,  
Kilimo House, cathedral road, Nairobi  
Tel: 0770174188**

dropped in the tender box **situated at the reception of MOALF Ground floor  
Kilimo house, Cathedral Road**

(b) in addition to the instructions in 16.2 bear, **“TENDER FOR SUPPLY & INSTALLATION OF ICT EQUIPMENT FOR KCEP-CRAL PROGRAMME”** and the words: **“DO NOT OPEN BEFORE 4<sup>th</sup> October 2017 2.00pm ”**

16.3 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”.

If the outer envelope is not sealed and marked as required by paragraph 16.2, **Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL)** will assume no responsibility for the tender’s misplacement or premature opening.

### **17. Deadline for submission of Tenders**

17.1 The completed tender document must be delivered at the submission address as specified in 16.2 on or before **4<sup>th</sup> October 2017 2.00pm**. Any proposal received after the closing time for submission of tenders shall be returned unopened.

17.2 **Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL)** may, at its discretion, extend this deadline for Tender for Supply of ICT Equipment and Accessories for KCEP-CRAL Programme:

the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of **Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL)** and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

## **18. Modifications and Withdrawal of Tenders**

18.1 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 Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) **prior to the deadline prescribed** for submission of tenders.

18.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 17. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for Submission of tenders.

18.3 No tender may be modified after the deadline for submission of tenders. 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 14.7.

## **19. Opening and Evaluation of Tenders**

### **19.1 Opening of Tenders**

Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) will open all tenders in the presence of tenderers' representatives who choose to attend, **2.30pm 4<sup>th</sup> October 2017** at the boardroom on 7th floor, Kilimo House

The tenderers' representatives who choose to attend and are present shall sign a register evidencing their attendance.

## **17. Deadline for submission of Tenders**

17.1 The completed tender document must be delivered at the submission address as specified in 16.2 on or before **4<sup>th</sup> September 2017 2.30pm**. Any proposal received after the closing time for submission of tenders shall be returned unopened.

17.2 **Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL)** may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with Tender for Supply of ICT Equipment and Accessories for KCEP-CRAL Programme:

paragraph 6, in which case all rights and obligations of **Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL)** and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

## **18. Modifications and Withdrawal of Tenders**

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## **19. Opening and Evaluation of Tenders**

### **19.1 Opening of Tenders**

Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) will open all tenders in the presence of tenderers' representatives who choose to attend, **14.30pm 4<sup>th</sup> September 2017** at the boardroom on 7th floor, Kilimo House

The tenderers' representatives who choose to attend and are present shall sign a register evidencing their attendance.

19.2 After the deadline for submission of tenders the tender document shall be opened for evaluation.

After the evaluation is completed, the client shall notify those bidders whose tenders did not pass the technical evaluation or were considered non responsive.

19.3 **There shall be no correction of errors.** The tender sum submitted and read out during the tender opening shall be absolute and final and shall not be subject of correction, adjustment or amendment in any way by any person or entity.

## **20. Clarification of Tenders**

Tender for Supply of ICT Equipment and Accessories for KCEP-CRAL Programme:

20.1 To assist in the examination, evaluation and comparison of tenders Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) 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.

Any effort by the tenderer to influence Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) tender evaluation, tender comparison or contract award decisions shall result in the rejection of the tenderers' tender.

## **21. Preliminary Examination**

21.1 Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) 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.

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

21.2.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be subject of correction, adjustment or amendment in any way by any person or entity.

21.3 Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) 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 affect the relative ranking of and tenderer.

21.4 Prior to the detailed evaluation, pursuant to paragraph 23, Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) 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. Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) determination of a

tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

21.5 If a tender is not substantially responsive, it will be rejected by Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **22. Evaluations and Comparison of Tenders**

22.1 Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) will evaluate and compare the tenders which have been determined to be substantially responsive.

All tender responses will be evaluated technically and financially and the winning proposal will be selected on the basis of "lowest evaluated bid" with respect to the following set criteria order:

### **a) Mandatory requirements**

1. Attach a copy of the business registration/ certificate of incorporation
2. Attach a Valid Copy of Certificate of Registration in the target group by either National Treasury or county government
3. Duly filled Business Questionnaire in the format provided
4. Duly serialized, paginated and referenced Table of contents for all the attachments in the bid document
5. Submission of required number of copies for the Bid Document
6. Duly filled and signed tender securing declaration forms
7. Evidence of bank account in the entities name.
8. Valid Tax Compliance Certificate.
9. Duly Filled Form of Tender
10. Tender Validity Period in Form of Tender Minimum 120days
11. Manufacturers Authorization Form. Must be Signed and Stamped
12. Price Schedules in the format Provided

### **b) TECHNICAL REQUIREMENTS**

- 1) Compliance with technical specs with respect to required items/services.
- 2) Must provide documentation on the products being supplied.
- 3) Must provide a work plan and delivery schedule.
- 4) Must demonstrate similar works/supplies done (preferably in Kenya)
- 5) Relevant CVs of at least two staff who will be executing the job.
- 6) Duly filled and signed tender form

## **22.2 Evaluation**

Tender for Supply of ICT Equipment and Accessories for KCEP-CRAL Programme:

Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) evaluation of a tender will exclude and Shall not take into account:

Any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

22.3 The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the Goods Offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the Goods.

Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors:

The cost of Services

Delivery schedule offered in the tender;

Deviations in payment schedule from that specified in the Special Conditions of Contract;

### **23 Deviation in payment schedule.**

Tenderers shall state their tender price for the payment of schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) may consider the alternative payment schedule offered by the selected tenderer.

### **24. Contacting Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL)**

24.1 Subject to paragraph 21, no tenderer shall contact Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

24.2 Any effort by a tenderer to influence Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

### **Award of Contract**

### **25. Post-qualification**

Tender for Supply of ICT Equipment and Accessories for KCEP-CRAL Programme:

25.1 In the absence of pre-qualification, Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) 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.

25.2 The determination will take into account the tenderer financial and technical, capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 12.3, as well as such other information as Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) deems necessary and appropriate.

25.3 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

Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## **26. Award Criteria**

The contract will be awarded to the most competitively priced-compliant bidder for each Lot.

The Award shall be done per Lot. The award shall be the Lowest Evaluated Bidder per Lot.

There shall be Multiple awards if the bidder participates in more than One Lot and is the most responsive lowest evaluated bidder.

## **27. Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) Right to Vary Quantity**

Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) 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.

## **28. Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) Right to Accept or Reject Any or All Tenders**

Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) 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  
Tender for Supply of ICT Equipment and Accessories for KCEP-CRAL Programme:

or any obligation to inform the affected tenderer or tenderers of the grounds for Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) action.

## **29. Notification of Award**

29.1 Prior to the expiration of the period of tender validity, KCEP-CRAL will notify the successful tenderer in writing that its tender has been accepted.

29.2 The notification of award will constitute the intention to enter into a Contract.

29.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) will promptly notify each unsuccessful tenderer and will discharge its tender security, pursuant to paragraph 14.

## **30. Signing of Contract**

30.1 At the same time as Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) notifies the successful tenderer that its tender has been accepted, Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

30.2 Within fifteen (15) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL).

## **31. Performance Security**

31.1 Within fifteen (15) days of the receipt of notification of award from KCEP-CRAL 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 Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL).

31.2 Failure of the successful tenderer to comply with the requirement of paragraph 30 or paragraph 31 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) may make the award to the next lowest evaluated Candidate or call for new tenders.

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## **32. Corrupt Fraudulent Practices**

32.1 Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL):-

(a) defines, for the purposes of this provision, the terms set forth below as follows:

“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

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL), 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 Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) of the benefits of free and open competition;

(b) 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;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

32.2 Furthermore, tenderers shall be aware of the provision stated in the General Conditions of Contract

## **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 Tender for Supply of ICT Equipment and Accessories for KCEP-CRAL Programme:

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	The invitation is Only open to the <b>Youth Category</b> who are competent and qualified bidder.
2.12.2	<p><b><u>Evaluation and Comparison of Tenders:</u></b></p> <p>The tenders will be evaluated in three stages as follows:</p> <p><b>A) Stage One: Preliminary Evaluation (Mandatory Requirements.)</b></p> <ol style="list-style-type: none"> <li>1) Attach a copy of the business registration/ certificate of incorporation</li> <li>2) Attach a Valid Copy of Certificate of Registration in the target group by either National Treasury or county government</li> <li>3) Duly filled Business Questionnaire in the format provided</li> <li>4) Duly serialized, paginated and referenced Table of contents for all the attachments in the bid document</li> <li>5) Submission of required number of copies for the tender</li> <li>6) Duly filled and signed tender securing declaration forms</li> <li>7) Evidence of bank account in the entities name.</li> <li>8) Valid Tax Compliance Certificate.</li> <li>9) Duly filled and signed form of tender.</li> <li>10) Duly filled and signed Manufacturer’s Authorization Form or Certificate of Agency where applicable.</li> <li>11) Price and delivery/installation schedules in the format provided.</li> <li>12) A sworn statement/declaration that:             <ol style="list-style-type: none"> <li>a) . The firm has not been debarred from participating in any public procurement by PPRA or KCEP-CRAL</li> <li>b) b). No person related to the firm has any spouse or children working at KCEP-CRAL</li> <li>c) c). The firm has not been engaged in any unethical, corrupt, collusive or fraudulent activities in public procurement matters.</li> <li>d) d). The firm has not been declared bankrupt/insolvent/under receivership.</li> </ol> </li> </ol> <p><b>N/B: ALL THE ABOVE MUST BE MET TO QUALIFY FOR THE 2<sup>ND</sup> STAGE</b></p> <p><b><u>B) Stage Two: Technical Evaluation:</u></b></p> <p>Candidates that will pass the Technical Evaluation (i.e. those that offered items in each lot which are compliant with the desired technical and other specifications, which include:</p> <ol style="list-style-type: none"> <li>1.Conformity to desired Specifications in the Schedule of requirements</li> </ol>

	<p>2. Submission of Brochures and Literature</p> <p>3. Analysis and acceptance of relevant Brochures / literature) will have their prices evaluated.</p> <p>4. All items in each Lot must be quoted for.</p> <p>5. Bidders MUST provide a substantive response for all features irrespective of any attached technical documents. Use of Yes, No, tick, compliant etc. will be considered non-responsive</p> <p>6. All items in any lot MUST be quoted for, failure for which the bidder shall be disqualified. A bidder may however quote for one/any or more than one lot.</p> <p>7. All items in each lot MUST be quoted accurately in both unit and total price</p> <p><b><u>C) Stage Three: Price Evaluation:</u></b></p> <p>Financial Evaluation will be done per <b>Lot and Awarded per Lot.</b></p> <ul style="list-style-type: none"> <li>• The bidder with the lowest evaluated financial bid will be recommended for the award of the contract for all the items in each lot.</li> <li>• The bidder shall be awarded more than one Lot if evaluated to be most responsive and lowest evaluated price.</li> <li>• Minimum of <b>30 days'</b> credit period is required after delivery, inspection and acceptance of the items.</li> <li>• In case of discrepancy between unit price and total, the <b>unit price</b> shall prevail.</li> <li>• If there is a tie on the lowest quoted price for any item in a lot, fairness and equity shall be considered for award.</li> <li>• Unrealistic low or high prices shall be rejected, depending on the prevailing market price of the brand of item tendered.</li> </ul> <p><b>Determination of evaluated price for each bid will be based on the following:</b></p> <ul style="list-style-type: none"> <li>• Checking for any arithmetic errors in the tender.</li> <li>• Conversion of all tender to same currency using uniform exchange rate prevailing at the closing date of tender</li> <li>• Application of any discount offered on the tender.</li> <li>• Comparison of the item's prevailing actual market prices.</li> </ul>
<p><b>2.14.1</b></p>	<p>AGPO certificate holders will not be required to submit the bid bond/tender security. A tender Securing Declaration form is Mandatory Valid for 150 days</p>
<p><b>2.18.1</b></p>	<p>Tenders must be submitted on or before <b>4<sup>th</sup> October, 2017 2.00pm</b></p>
<p><b>2.20.1</b></p>	<p>The tenders will be opened in the presence of tenderer's representatives, who choose to attend at 14.30pm on 4<sup>th</sup> October 2017.</p>
<p><b>Opening of Tender</b></p>	<p><b><u>Clause 82:</u></b> There shall be no correction of errors. The tender sum submitted and read out during the tender opening shall be absolute and final and shall not be subject of correction, adjustment or amendment in any way by any person or entity.</p>

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

### **1. Definitions**

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

The Procuring Entity / Purchaser is **Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) P.O. Box 30028-00100, Nairobi, Kenya** and includes the Procuring Entity's legal representative's successors or assigns.

**"The Contract"** means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

**"The Contract Price"** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

**"The Goods"** Goods – Means all equipment machinery, Services and / or other materials which the supplier is required to supply to the purchaser under the contract.

**"The Service"** means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.

**"GCC"** means the General Conditions of Contract contained in this section.

**"LAN"** Local Area Network

**"The Bidder"** means the individual or firm who participates in the tender and submits a bid.

**"OEM"** Original Equipment/Software manufacturer

A solution that does not meet all mandatory requirements will not be acceptable.

Failure in a tender to provide full, relevant information in answer to information requirement (IRn) may prevent the evaluation from being conducted properly, and hence lead to exclusion of the tender. Assessment of the quality of the tender will be based on the responses to these requirements, and will influence the selection process.

Tender for Supply of ICT Equipment and Accessories for KCEP-CRAL Programme:

## **2. Application**

2.1 These General Conditions shall apply in all Contracts made by KCEP-CRAL for the procurement of the Goods.

## **3. Country of Origin**

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

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

## **4. Standards**

4.1 The goods provided under this Contract shall conform to the standards mentioned in the Technical Specifications.

## **5. Use of Contract Documents and Information**

5.1 The Candidate shall not, without Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

5.2 The tenderer shall not, without Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) prior written consent, make use of any document or information enumerated in paragraph 5.1 above.

5.3 Any document, other than the Contract itself, enumerated in paragraph 5.1 shall remain the property of Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) and shall be returned (all copies) to Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) on completion of the Tenderer’s performance under the Contract if so required by Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL).

## **6. Patent Rights**

6.1 The tenderer shall indemnify Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods / Services or any part thereof in Kenya.

## **7. Performance Security**

7.1 Within fifteen (15) days of receipt of the notification of Contract award, the successful tenderer shall furnish to Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) the performance security in the amount specified in Special Conditions of Contract.

7.2 The proceeds of the performance security shall be payable to Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) 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 Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL), in the form provided in the tender documents.

7.4 The performance security will be discharged by Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) 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.

## **8. Inspection and Tests**

8.1 Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) or its representative shall have the right to inspect and/or to test the Services to confirm their conformity to the Contract specifications. Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

8.2 The inspections and tests may be conducted on 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 provided. Tender for Supply of ICT Equipment and Accessories for KCEP-CRAL Programme:

be furnished to the inspectors at no charge to Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL).

8.3 Should any inspected or tested Goods fail to conform to the Specifications, Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) may reject the Goods, and the tenderer shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL).

8.4 Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL)'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 Goods having previously been inspected, tested, and passed by Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) or its representative prior to the Goods' delivery.

8.5 Nothing in paragraph 8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.2 Packing**

3.2.1 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.

3.2.2 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.

## **9 Delivery and Documents**

9.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) in its Schedule of Requirements and the Special Conditions of Contract.

## **10. Insurance**

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

## **11. Payment**

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

11.2 Payments shall be made promptly by Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) as specified in the contract.

## **12. Prices**

12.1 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.

## **13. Assignment**

13.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) prior written consent.

## **14. Subcontracts**

14.1 The tenderer shall notify Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) 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.

## **15. Termination for Default**

15.1 Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) 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 the Service within the period(s) specified in the Contract, or within any extension thereof granted by KCEP-CRAL
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- (c) if the tenderer, in the judgment of Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.



15.2 In the event Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Service similar to those undelivered, and the tenderer shall be liable to Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) for any excess costs for the Service.

## **16. Liquidated Damages**

If the tenderer fails to deliver of the Service within the period(s) specified in the contract, Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) 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 Service up to a maximum deduction of 10%. After this the tenderer may consider termination of the contract.

## **17. Resolution of Disputes**

17.1 Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

17.2 If, after fifteen (15) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may adjudicate in an agreed national or international forum and/or international arbitration.

## **18. Languages and Law**

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

## **19. Force Majeure**

19.1 The tenderer shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that it delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure

## **20. Termination for Insolvency**

3.12.1 KCEP-CRAL may at any time terminate the contract by giving written notice to the Contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor,

provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to KCEP-CRAL.

## **21. Termination for Convenience**

3.13.1 KCEP-CRAL by written noti

ce sent to the contractor, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for KCEP-CRAL's convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination KCEP-CRAL may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

## **22. Resolution of Disputes**

3.14.1 KCEP-CRAL and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

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

## **23. Governing Language**

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

## **24. Applicable Law**

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

## **25. Force Majeure**

3.17.1 The Contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

## **26. Notices**

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.

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

## **27 Taxes**

### **27.1. Taxes**

a) "Taxes" means all present and future taxes, levies, duties, charges, assessments, deductions or withholdings whatsoever, including any interest thereon, and any penalties and fines with respect thereto, wherever imposed, levied, collected, or withheld pursuant to any regulation having the force of law and "Taxation" shall be construed accordingly.

### **27.2 Local Taxation**

i). Nothing in the Contract shall relieve the Contractor and/or his Sub-Contractors from their responsibility to pay any taxes, statutory contributions and levies that may be levied on them in Kenya in respect of the Contract. The Contract Price shall include all applicable taxes and shall not be adjusted for any of these taxes.

ii). The Contractor shall be deemed to be familiar with the tax laws in the Employer's Country and satisfied themselves with the requirements for all taxes, statutory contributions and duties to which they may be subjected during the term of the Contract.

iii.) In instances where discussions are held between the Employer and the Contractor regarding tax matters, this shall not be deemed to constitute competent advice and hence does not absolve the Contractor of their responsibility in relation to due diligence on the tax issue as per 2.5.3 above.

### **27.3 Tax Deduction**

i). If the Employer is required to make a tax deduction by Law, then the deduction shall be made from payments due to the Contractor and paid directly to the Kenya Revenue Authority. The Employer shall upon remitting the tax to Kenya Revenue Authority furnish the Contractor with the relevant tax deduction certificates.

ii). Where the Contractor is paid directly by the Financiers and the Employer is not able to deduct tax, then the Contractor will be required to pay the tax deduction to Kenya Revenue Authority in the name of the Employer and furnish the Employer with an original receipt thereof as evidence of such payment. In absence of the said evidence, the Employer will not process any subsequent payments to the Contractor.

**d) Tax Indemnity**

i) The Contractor shall indemnify and hold the Employer harmless from and against any and all liabilities, which the Employer may incur for any reason of failure by the Contractor to comply with any tax laws arising from the execution of the Contract whether during the term of the Contract or after its expiry.

ii) The Contractor warrants to pay the Employer (within fourteen (14) days of demand by the Employer), an amount equal to the loss, liability or cost which the Employer determines has been (directly or indirectly) suffered by the Employer for or on account of the Contractor's Tax liability arising from the Contract.

iii) Where the amount in 2.5.3.d (ii) above remains unpaid after the end of the fourteen (14) days moratorium, the Employer shall be entitled to compensation for financing charges

## **SECTION D: SPECIAL CONDITIONS OF CONTRACT**

### **1. Definitions**

The following Special Conditions of Contract shall supplement the General Conditions of Contract.

Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

### **2. Application**

a) The "Procuring Entity" is **Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods P.O. Box 30028-00100, Nairobi. Kenya** and includes the employer's legal representatives, successors or assigns.

### **3. Performance Security**

The Performance Security shall be in the amount of **1%** of the contract price.

### **4. Payment**

4.1(a) For Local suppliers, Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window payment terms are **30 days upon receipt of** certified invoices and delivery notes confirming that the invoiced material has been delivered and completion of works as specified in the contract.

(b) For those outside Kenya, Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) preferred terms of payment are by irrevocable Letter of Credit. Any letter of credit extension/amendment charges that may result due to beneficiary's delays or mistakes shall be to their account.

No tender document will be accepted after the official closing time as specified on the advertisement and tender documents.

### **Use of contract documents and information (GCC 3.5)**

GCC 3.5.3 (i) Tenderers should note that no substitution, alteration, change of format or modification to the standard tender documents is allowed. Tenderers are only allowed to add any other relevant additional to the documents. Any tender who doesn't adhere to this condition will automatically be disqualified.

### **3. Inspection and Tests (GCC 3.8)**

GCC 3.8.1 (i) KCEP will carry out a thorough inspection of the items delivered against the provided specifications and literature/brochures evaluated and awarded.

### **Packing (GCC 3.9)**

GCC 3.9.1 The material must be packed in order to prevent their damage or deterioration during transit to the final destination – KCEP Stores, Kilimo house.

### **5. Delivery and Documents (GCC 3.10)**

- GCC 3.10.1 (i) The deliveries must be made within the stipulated contract period upon receiving the official order. Delivery must conform to the delivery schedule in the tender. Failure to deliver within the stipulated period will cause the order to be cancelled.
- (ii) The order is to be confirmed by official local Purchase Order (LPO) duly signed by authorized KCEP Officer(s), sent as hard copy or as an electronic copy, through official Email addresses.
- (iii) The following documents shall be received by the procuring entity at the time of delivery. Delivery Note accompanied by duplicate copy of LPO.
- (iv) Inspection certificate issued by the nominated inspection agency or the suppliers' factory inspection report if applicable.
- (v) Suppliers invoice showing Goods description, quantity, unit price and total amount.

### **6. Insurance (GCC 3.11)**

GCC 3.11.1 The supplier will cover All Risks for any consignment expenses of the goods until they are accepted by KCEP.

### **7. Payment (GCC 3.12)**

- GCC 3.12.1 (i) Payment shall be made to the tenderer in full within thirty (30) days for the satisfactory and accepted delivered quantity as provided in the order.
- (ii) The payment shall be made to the tendered supplier/contractor and No any third parties/Agents shall be paid on behavior of supplier/contractor.

### **8. Prices (GCC 3.13)**

- GCC 3.13.1 (i) Prices must remain firm and fixed
- (ii) Prices must remain valid for **120 days** after closing of tender
- (iii) Prices quoted must be inclusive of all government taxes and

- delivery charges to KCEP-CRAL Stores.  
 (iv) Prices quoted must be as per our “Unit of issue”

**9. Assignment (GCC 3.14)**

GCC 3.14.1 (i)The tenderer shall not assign whole/or part of his/her obligations under this contract. The order and the payment will be done and issued to the tenderer and not any other third party.

**Summary of Deliverables**

The deliverables as per specifications of this project shall be:

<b>LOT A</b>		
	<b>ITEM DESCRIPTION</b>	<b>QUANTITY</b>
1	Laptops (13 - 15 inch Core I7 2 IN 1 Detachable)	3
2	Laptops (13.3 inch. Core i7, 4gb, 500gb) 7 <sup>th</sup> Gen	15
3	Desktops (All in One PC Core i7, 4gb, 1tera, 21.5 inch Screen)	8
4	Desktop Screen (LED 21 inch)	26
5	Uninterrupted Power Supply (UPS) for desktops	12
6	Mouse	26
7	Keyboard	26

<b>LOT B</b>		
	<b>ITEM DESCRIPTION</b>	<b>QUANTITY</b>
1	Scanners	3
2	Multi-purpose photocopier with document box and scan to email	1
3	Portable Printer	10
4	Flash Disks (16gb)	30
5	Guillotine	1
6	Hard disk (1 Terabyte)	5
7	Shredder	1
8	Laminating machine	4
9	Binding Machine	1

Tender for Supply of ICT Equipment and Accessories for KCEP-CRAL Programme:

<b>LOT C</b>		
	<b>ITEM DESCRIPTION</b>	<b>QUANTITY</b>
1	A complete LAN Network composed of trunking, CAT7 cable, patch panels and any/all other accessories/works to make the LAN functional	1
2	IP Phones	22
3	Server	3
<b>LOT D</b>		
	<b>ITEM DESCRIPTION</b>	<b>QUANTITY</b>
1	Office fan	9
2	Fire Proof safe	5
3	Calculator (Prints Receipts)	5
4	Office Camera	8
5	Small Safe	1

N.B. The bidder should thus pay keen attention to provide detailed quote for successful delivery of the project.

I/we hereby certify that I/we have read the special conditions of contract (Section IV), confirm that I/we have understood and I/we shall abide by them.

Tenderers Name..... Date.....

Signature..... Official Rubber Stamp.....



## **SECTION V - TECHNICAL SPECIFICATIONS/REQUIREMENTS**

### **5.1 General**

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

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

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.

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

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

### **5.2 - DESCRIPTION OF SERVICE**

The Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihood Window (KCEP-CRAL) is seeking to engage a Service provider to offer and provide ICT Equipment and Accessories as and when required. The successful service provider per Lot will be engaged in a framework agreement for a period of two (2) years.

Tenderers are requested to submit with their offers the detailed specifications, Product Brochures and samples for the products they intend to supply.

The successful bidder shall ensure that the products have a manufacturer's written warranty for at least two (2) years from the date of delivery and assembly during which they should not have any deformation or deterioration. Bidders **MUST UNDERTAKE** to replace all manufacturer defects free of charge upon provision of notice to them, whether written or otherwise.

### **5.3 Instructions to Bidders**

- 1) Bidders are required to fill the table below or use its format to respond.
- 2) Bidders MUST provide a substantive **response** for all features irrespective of any attached technical documents. Use of Yes, No, tick, compliant etc. will be considered **non-responsive**.
- 3) Bidders who fail to respond substantially to the schedule of requirements will not be considered evaluation.

### **LOT 1: COMPUTERS, LAPTOPS & UPS**

#### **1. 2 IN 1 DETACHABLE LAPTOP: (QTY 3)**

DESCRIPTION	MINIMUM SPECIFICATION	BIDDER'S OFFER
Quantity	3	
Operating System	MS Windows 10 professional Edition (Include open license + media kit)	
Productivity software	MS Office 2013 Professional edition (Include open license + media kit)	
Form Factor	Two In One detachable	
Hard Drive Capacity	Atleast 128GB SSD	
Operating System	Windows 10 pro 64bit	
System Memory (RAM)	Atleast 6Gb	
Display	Full HD Screen	
Screen Size	Not Exceeding 14"	
Built-In Webcam	Yes	
Processor	Core™ i5 processor, 7th Gen Intel	
Bluetooth	Yes	
WIFI	WiFi 2 x 2 ac	

#### Memory

Media Card Reader	Yes	
Type of Memory (RAM)	DDR3L or DDR4L SDRAM	

#### Connectivity

Number Of HDMI Outputs	1	
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Number Of USB Port(s)	2 - 3	
Port (s) Port Type(s)	USB 3.0, USB 2.0, Ethernet, Audio out, HDMI, Microphone, Headphone	

Extras:

Optical Drive Type	DVD External	
Wireless Keyboard	Yes	
Wireless Mouse	Yes	

Feature

Bluetooth Enabled	Yes	
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Display

Screen Resolution	At least 1900 x 1050 (Full HD)	
Display Type	Touchscreen LED	

Warranty & Support & Maintenance

Manufacturer backed Warranty, Support & Maintenance	At least Two (2) Years ( Remote, onsite, parts & labour)	
Delivery period & Location	Maximum 30 days, KCEP-CRAL PCU Nairobi Office	

## 2. 7<sup>TH</sup> GENERATION LAPTOPS (QTY 15)

DESCRIPTION	MINIMUM SPECIFICATION	BIDDER'S OFFER
Quantity	15	
Operating System	MS Windows 10 professional Edition (Include open license + media kit)	
Productivity software	MS Office 2013 Professional edition (Include open license + media kit)	
Form Factor	All In One	
Hard Drive Capacity	1 TB	
Operating System	Windows 10 pro 64bit	
Processor Brand	Intel/AMD	
Processor Speed	Intel Turbo Boost Technology, 4 MB cache, 2 cores)	
Processor Model	Core i7, 7th Gen Intel /AMD A8-Series	
System Memory (RAM)	8 Gigabytes	
Wireless Networking	Wireless-B, Wireless-G, Wireless-N Intel 802.11a/b/g/n/ac (2x2) and Bluetooth 4.1 Combo	
Screen Size	Not Exceeding 14"	
Built-In Webcam	HD 720p	
Graphics Type	Integrated	
Security	Fingerprint reader & Security lock slot	
Graphics Processing Unit/GPU	Intel/AMD	
Graphics Card	Intel/Nvidia HD graphics 2gb	
Audio	HD Audio with DTS Sound+ & (2) Integrated stereo speakers	

Communications	Intel I219LM 10/100/1000 Ethernet	
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#### Internal

Hard		
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Media Card Reader	Yes	
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Type of Memory (RAM)	DDR4L SDRAM	
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System Memory RAM Speed	1500 - 1700 megahertz	
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Memory Capacity(Extendable)	Atleast 8 GB	
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Number Of HDMI Outputs	Atleast 1	
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Number Of USB Port(s)	3 - 4 USB-C charging port USB 3.0 port	
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Optical Drive Type	DVD+/-RW SuperMulti DL	
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Wireless Mouse	Yes	
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#### Display

Screen Resolution	At least 1900 x 1050 (Full HD)	
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Display Type	HD Anti-glare	
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#### Warranty & Support & Maintenance

Manufacturer backed Warranty, Support & Maintenance	3 years ( Remote, onsite, parts & labour)	
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Delivery period & Location	Maximum 60 days, KCEP-CRAL PCU Nairobi Office	
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### 3. DESKTOP SCREEN (LED 21 INCH) (QTY 26)

<b>DESKTOP COMPUTER</b>		<b>BIDDERS RESPONSE</b>
<b>ITEM</b>	<b>REQUIREMENT</b>	
Display	At least 1920 x 1080 Resolution HD 21 inch	
Audio	Stereo Speakers with Dolby® Advanced Audio™ Built-in stereo speakers	
Communication interface	802.11 a/c and Bluetooth® 4.0 connectivity options	
I/Ointer face ports	Atleast 1 HDMI port Atleast 3 rear USB Ports 1X jack for Ethernet	
Webcam	HD	
Power supply	220–240VAC, 50/60Hz	
Warranty	At least Two (2) Years ( Remote, onsite, parts & labour)	
Original detailed and highlighted Brochure MUST be submitted		

#### 4. UNINTERRUPTED POWER SUPPLY (UPS) (QTY 12)

ITEM	REQUIREMENTS	BIDDERS RESPONSE
QUANTITY	12	
Power provided	At least 1KVA	
Input Voltage Swing	AC196- 280V	
Output voltage Range	AC230V	
Localization	220- 240V/ 50Hz	
Output Frequency	50- 60HZauto-sensing	
Design	Automatic voltage regulation	
	Mains Isolation	
	User replaceable batteries	
	Static-Automatic bypass	
	Runtime (full load)2,4min	
	Maintenance bypass incase Of servicing	
Battery Module	Minimum 16minutesbackuptimeon50	
	Minimum 5minutesbackuptimeon100	
	Minimum 3yearlifetime	
	Type (Sealed lead-acid preferred)	
	Automatic periodic battery tests	
	Short recharge time (Maximum 5	
	Protection against excessive/damaging discharge	
Protection	Output Overload	
	Input/ Output short-circuit	
Communication Interface	Serial port communications support	
Warranty	1 YEAR: Replacement	
Original detailed and highlighted Brochure may be submitted		

#### 5. MOUSE (QTY 26)

ITEM	REQUIREMENTS	BIDDERS RESPONSE
Mouse (26)	Wireless rechargeable mouse 2.4Ghz portable mice with optical Sensor Nano USB Receiver, powered by rechargeable Li-polymer battery, 3 stage DPI Speed	

## 6. KEYBOARD (26)

<b>ITEM</b>	<b>REQUIREMENTS</b>	<b>BIDDERS RESPONSE</b>
Keyboard	Wireless USB key boards with multimedia control	



## LOT B PRINTERS AND ACCESSORIES

### 1. PRINTERS (QTY 10)

<b>LASER JET PRINTER</b>		
<b>ITEM</b>	<b>REQUIREMENT</b>	<b>BIDDERS RESPONSE</b>
Print Quality	1200x1200dpi	
Print Speed and throughput	Upto45ppmblack	
Print technology	Laser black	
Memory	80MBor higher, expandable	
Memory slots	2x100-pin DDRDIMM	
Processor Speed	Atleast540Mhz	
First page out	Lessthan8 sec	
Languages	PCL5e,PCL6,Postscript3emulation	
Media Capacity	100multipurposetray 500-sheetinputtrays 1 manual feeding tray including envelopes, labels, transparencies and special media	
Media Sizes	Letter,legal,executive,A4andA3	
Media types	Plain paper, envelopes, transparencies, copier, bond(60to200 g/m2)	
Duplex printing	Automatic(standard)	
Connectivity	IEEE-1284compliantbi-directionalparalleportand/orUniversalSerialBus RJ45 Ethernet port	
Hard disk	20Gb	
Duty cycle	200,000permonth	
Network	Yes(Standard)	
Compatibility	Smart switch printer language sensing Linux compatible standard PCLX Lemulation standard	
Software	Drivers for windows server MS	
Warranty	One year	
Original detailed and highlighted Brochure MUST be submitted		

### 2. SCANNER (QTY 3)

<b>Quantity</b>	<b>3</b>	<b>BIDDERS RESPONSE</b>
Resolution	Optical: Up to 600 dpi Enhanced: Up to 999999 dpi	
Control panel	9 front-panel buttons (Copy, E-mail, File document, Scan document, Scan photo)	
Bit depth	48-bit/256	
Maximum document size	8.5 x 14 in	
Scannable media types	Paper (banner, inkjet, photo, plain),	

Tender for Supply of ICT Equipment and Accessories for KCEP-CRAL Programme:

	envelopes, labels, cards (greeting, index), 3-D objects, 35 mm slides and negatives (using transparent materials adapter), iron-on transfers	
Digital sending standard features	Embedded OCR software; Send to Email; Send to Internet and LAN Fax; Save to Network Folder; Save to USB drive; Address Book Management (network [LDAP])	
Duty cycle (daily)	Up to 2000 pages	
Input type	Flatbed, ADF	
Preview scan speed	Up to 7 sec	
Multifeed detection	Yes, ultrasonic	
Scan speed of	35ppm, 20ppm color	
Automatic document feeder capacity	Standard, 50 sheets	
Automatic document feeder	Up to 40 ppm/80 ipm (b&w, grey, 200 dpi), Up to 35 ppm/70 ipm (colour, 200 dpi) Paper sizes supported:A4,A5,custom,legal,letter	
Automatic photo feeder	Yes(50sheets)	
Connectivity	1 Gigabit Ethernet 1 Hi-Speed USB 2 rear Hi-Speed USB	
Duplex scanning	With integrated networking	
Supported operating systems	Certified for Mac OS X v 10.2.x or higher; Windows 07	
Power	Input voltage: 100 to 240 VAC (+/- 10%), 50/60 Hz (+/- 3%), 2.	
Warranty	Standard one-year limited hardware warrant	
Original detailed and highlighted Brochure MUST be submitted		

### **3. HEAVY DUTY OFFICE SHREDDER (QTY 1)**

		<b>BIDDERS RESPONSE</b>
Shredder type	Confetti-cut shredder	
Built-in wastebasket	Yes	
Number of sheets per pass	7	
Wastebasket capacity	10 gallon	
Number of passes per day	100-150	
Number of sheets per day	Approximately 3000	
Confetti size	5/32 x 1 3/8 inch	
Acceptable media	Paper, staples, credit cards, small paper clips	
Original detailed and highlighted Brochure must be submitted		

**4. LAMINATION MACHINE (QTY 4)**

ITEM	REQUIREMENTS	BIDDERS RESPONSE
A3 Laminator	2 roller hot shoe system	
	laminating hot or cold pouch film	

**5. GUILLOTINE (QTY 3)**

ITEM	REQUIREMENTS	BIDDERS RESPONSE
Guillotine	Manual heavy - duty	
	Stack paper trimmer & cutter	

**6. BINDING MACHINE (QTY 1)**

ITEM	SPECIFICATION	BIDDERS RESPONSE
<b>Quantity</b>	1	
<b>Punching Capacity</b>	Punches up to 20 sheets of paper at a time	
<b>Binding capacity</b>	Binds up to 500 sheets of paper	
<b>Loading</b>	Loads vertically for accurate punch alignment	
<b>Tray</b>	Features tray with front access for easy, mess-free waste disposal	
<b>Accessories</b>	Includes comb storage tray, document measurement tool, and binding starter pack Closure control provides quick, easy wire closure when binding multiple documents	
<b>Warranty</b>	Minimum 1 year	
Original detailed and highlighted Brochure shall be submitted		

## 7. MULTIPURPOSE PHOTOCOPIER (1)

ITEM	SPECIFICATION	BIDDERS RESPONSE
Duplex copying/printing )	Two-sided copying Automatic (standard	
Copying Speed	45cpm	
1)Copy Resolution	Upto2400x600dpi/4800x600dpiinterpolatedoutput	
Memory/ RAM Installed (	1GB Hard drive Capacity	
Communication Mode	Duplex	
Interfaces	1) USB2.0ParallelPortIEEE1284, (USB cable included);	
Trays	1) 3 paper trays including the bypass tray. Multiple Copying Upto9999copies	
Media Feed	Include Duplex Automatic mediafeed tray; Input: output support	
Display/Operations	Touchscreen	
Monthly Duty Cycle	1) Maximum 200,000 pages per month. Power 220-240VAC50/60Hz	
Power Saver Mode	1) 35 watts	
Warm uptime	30Secondsmax	
Document Feeder Capacity	100sheets Output Tray Capacity 500Sheets Standard Tray 550sheets Optional paper supply 550Sheets BypassTray 100sheets Auto Tray Switching Capable	
Media Sizes	Document glass and maximum paper size is legal (11x17inches)  Automatic media feed	
Media type	Paper, Envelopes, labels, cards	
Toner Control method	Automatic Toner Density monitoring	
Original	MaximumA3	
Finishing options	Multi-position stapling, fit to newspaper size, hole punch, booklet	
Document scanner	Document scanner	

**8. FLASHDISKS (QTY 30)**

<b>ITEM</b>	<b>SPECIFICATION</b>	<b>BIDDERS RESPONSE</b>
16gb	Genuine ultimate micro-sized cap less metal USB 2.0 Flash Drive	

**9. HARDDISKS (QTY 5)**

<b>EXTERNAL HARD DRIVE</b>		
<b>ITEM</b>	<b>REQUIREMENTS</b>	<b>BIDDERS RESPONSE</b>
Capacity	1 Terabyte	
Hard Disk Spindle Speed	7200rpm	
Cache	2MB	
Hard disk Interface	FireWire800,FireWire400andUSB2.0	
Data Transfer Rate	480MB/s	
Seek time	14ms	
Compatible Operating systems	WindowsXP, Windows7,Windows8andMacOS9.x/10.1or Higher	
Power Source	USB bus and Fire Wire bus	
Power Requirements	100- 240VAC	
Warranty	1year	
Original detailed and highlighted Brochure may be submitted		

## **LOT C: LAN SETUP, IP PHONES & SERVERS**

### **1. LAN**

<b>COMPONENT</b>	<b>MINIMUM SPECIFICATION</b>	<b>BIDDERS RESPONSE</b>
LAN Supplies, Setup, and commissioning	<p>Managed Switches – Two (2) x 12 port with POE &amp; SFP port. Must support voice, data and video, and compatible with CDP protocol.</p> <p>Cabling (Use CAT 7 (Supporting data, voice and video, browsing etc.))</p> <p>Patch panels (depend on site visit).</p> <p>Cable management – All cables should be properly managed both within the patch panels and in the trunking The successful bidder must demonstrate a workmanship consistent with networking industry standards.</p>	
Manufacturer backed Maintenance, Support & Warranty	Parts, Labour & Support (onsite and remote) – 3 years.	
Other Accessories	Specify all other accessories to make the	
Other Labour Components	Specify all other labour components to	
Delivery period & Location	Maximum of 30 days to KCEP-CRAL PCU Nairobi Offices	

## 2. SERVER CABINET (QTY 3)

<b>COMPONENT</b>	<b>MINIMUM SPECIFICATION</b>	<b>BIDDERS RESPONSE</b>
Cabinets	One (1) 42U indoor with glass front door, top mounted fans, trays and mounted power trunk. (Factory sourced, indicate reputable manufacturer, and the standards used)	

### 3. IP PHONES (QTY 22)

COMPONENT	MINIMUM SPECIFICATION	BIDDERS RESPONSE
IP Phones	Twenty two (22) IP Phones (Cisco or compatible with Cisco Call Manager and CDP protocol). Must be fully licensed for connection	

### 4. SERVERS (QTY 3)

No.	Item	Specification	Score	BIDDERS RESPONSE
<b>Mandatory Requirements</b>				
1.	Processor Type	Quad Core Intel® Xeon® X5672 (3.60GHz/4-core/12MB/95W, DDR3-1333, HT, Turbo 1/1/2/2) Processor upgradable to 2 processors	Mandatory	
2.	System Memory	At least 16GB DDR3-1333 Registered DIMMS	Mandatory	
3.	Hard Drive - Hot Plug SFF SAS	At least 8 x 800GB (with optional SFF drive cage)	Mandatory	
4.	Operating System	Pre-installed Microsoft Windows Server® 2008 R2 SP2, x64 Enterprise Edition with 5 licenses	Mandatory	
5.	Form factor	Rack (2U); Height 3.38-inch (8.59 cm); Width: 17.25 (44.54 cm); Depth: 27.25 inches (69.98 cm)	Mandatory	
6.	Monitor	At least 19" TFT Monitor with SXGA 1280x1024 pixels resolution display.	Mandatory	
<b>Other Requirements</b>				
7.	Cache	8MB (1 x 8MB) Level 3 cache on the 5500 sequence		
8.	Storage Bays	Eight SFF SAS hot plug hard drive bays		



No.	Item	Specification	Score	BIDDERS RESPONSE
<b>Mandatory Requirements</b>				
9.	Network controller	Two Dual Port Multifunction Gigabit Server Adapters (four ports total) with TCP/IP Offload Engine, including support for Accelerated iSCSI		
10.	Storage Controller	Supports RAID 0/1/1+0/5/5+0 or higher		
11.	Optical Drives	Slim SATA DVD RW Optical Drive		
12.	Interfaces	Serial 1		
		Pointing Device (Mouse) 1,		
		Graphics 1		
		Keyboard 1		
		VGA 2 (1 front, 1 back )		
		Network RJ-45 4		
		Remote management port		
	SD slot 1			
13.	Expansion slots	Six (6) available PCI-X/PCI-Express		
14.	Management Software	Licensed Server Management Software		
15.	Graphics	64MB video standard, 32 bit color: maximum resolution of 1280 x 1024		
16.	USB	2 Rear, 2 Front, 1 Internal		
17.	Keyboard and pointing device	Enhanced Quietkey USB Spacesaver Black keyboard - US/Euro (QWERTY layout). The Keyboard MUST BE same brand as the Server.		
		2 Button USB Optical Mouse with Scroll and Mouse Pad. The Mouse MUST BE same brand as the Server.		
18.	Power Supply	Not more than 750W Power Supply		
		Hot Plug Power Supply		
		Not More than 750W Redundant Power Supply		
19.	Fans	(4) (N+1 redundancy standard)		

No.	Item	Specification	Score	BIDDERS RESPONSE
<b>Mandatory Requirements</b>				
20.	Security	Power-on password		
		Keyboard password		
		QuickLock		
		Network Server Mode		
		Parallel and serial interface control		
21.	Warranty	3/3/3 parts/labour /onsite		
22.	Lead/Delivery Period	2 Weeks		
	<b>Total</b>			

## **LOT D: EQUIPMENT AND ACCESSORIES**

### **1. OFFICE FAN (QTY 9)**

ITEM	REQUIREMENTS	BIDDERS RESPONSE
Floor standing fan	Tower fan with 65W/ 100% copper motor 8 Hours Timer 80° Horizontal Oscillation LED Display Anion to Purify Air 3 Speeds & Blowing modes With Remote Control & battery Very easy to install – no tools required	

### **2. FIRE PROOF SAFE (QTY 5)**

ITEM	REQUIREMENTS	BIDDERS RESPONSE
fire proof safe	Four (4) door	
	Electronic lock + Key lock	
	Measurements H1549 * D530 * W680	

### 3. CALCULATOR WITH PRINT RECEIPTS (QTY 5)

ITEM	REQUIREMENTS	BIDDERS RESPONSE
Calculator	12-Digits LC display AC adaptor optional 2 color print (IR-40T) Tax Calculation Mark-up/Mark down Profit calculation	

### 4. CAMERAS (QTY 8)

DIGITAL CAMERA		
ITEM	REQUIREMENTS	BIDDERS RESPONSE
Resolution	16 Megapixels	
Sensor type	CMOS	
Image Stabilization	Standard	
Image Resolution	4320x3240	
Minimum Shutter speed	60 sec	
Minimum continuous shooting speed	3.5framespersecond	
Video capture	1280x720;640x480; 320x240	
Maximum Frame Rate	30fps	
Digital Video Format	MOV,AVI,MPEG-4,MJPEG,H.264	
Still image format	JPEG,RAW,RAW+JPEG	
Lens type	Lens mountable	
Minimum Lens	18-55mm	
Optical zoom	10X	
Minimum Field of view	1.5	
View Finder	LCD	
Display resolution	920,000	
Light Sensitivity	6400ISO	
Expandable Memory Type:	MS Duo/ MS PRO Duo/ SD/	
Exposure Modes	Programmable, automatic	
Battery:	Li-ion rechargeable battery	
Power Device	Battery charger external	
Connector type	USB, Composite video/audio	
Battery Life	300shots	
Face detection	Standard	
Shooting modes	auto, portrait, landscape, night, close-up, snapshot, flash off, indoor, low light, movie	
Self-Timer	2Sec/10Sec	
Flash type	Auto	

Flash Mode	Flash On/off,red eye reducer, auto	
Sound	Built in Microphone and speakers	
Accessories	RechargeableLi-ion Battery, BatteryCharger, RemoteControl, USBCable, Audio/Video Cable, case and strap	
Focus Mode	Automatic,Manual	
White balance	Custom, automatic,presets	
Firmware	User upgradable	
Software	Windows XP/Windows7/Windows8/Mac/Linux compatible image	
Warranty	1year	
Original detailed and highlighted Brochure must be submitted		

#### **5. COMPAC SAFE (QTY 1)**

<b>ITEM</b>	<b>REQUIREMENTS</b>	<b>BIDDERS RESPONSE</b>
Small safe	Fire proof cabinet	
	Wheels for easy movement	
	Electronic lock + key lock	

#### **NOTE:**

These are indicative Minimum specifications only. The items tendered by the bidders must meet or exceed these specifications.

Manufacturer's Brochures **MUST** be attached for desktops, laptops, UPS, Photocopiers and printers and should contain technical specifications data. Any of these items quoted without a manufacturer's brochure supporting the bid will automatically be disqualified.

## **SECTION F: PRICE SCHEDULE**

Bidders are required to make a comprehensive list of materials that will be required to carry out the LAN Link installation and commissioning in the format presented under “SECTION E: SPECIAL CONDITIONS OF CONTRACT – Requirements / Scope of Work” of this tender. Any bid that fails to include critical or sufficient quantities or qualities of materials will be rejected. It should, however, be noted that this list is only for purposes of tender evaluation and does not relieve the successful bidder of the responsibility to carry out the task at the quoted price. Any omitted materials will be assumed to have been included in the tender price. Consequently, all materials necessary for the performance of this project shall be deemed to be included in this list even if they are not explicitly listed.

### **IMPORTANT NOTES:**

- **All items in any lot MUST be quoted for, failure for which the bidder shall be disqualified. A bidder may however quote for one/any or more than one lot.**
- **All items in each lot MUST be quoted accurately in both unit and total price.**
- **Evaluation and award will be based on the total cost of all technically compliant items in each lot.**
- **Prices quoted must be inclusive of delivery costs, all applicable taxes/ levies.**

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

## **SECTION VII - STANDARD FORMS**

- 1.** Price Schedules
- 2.** Non-disclosure Agreement
- 3.** Form of Tender
- 4.** Contract form
- 5.** Confidential Questionnaire Form
- 6.** Tender security form
- 7.** Performance security form
- 8.** Bank guarantee for advance payment
- 9.** Declaration form
- 10.** Letter of notification of award
- 11.** Administrative review form

## **1.0 PRICE SCHEDULES**

### **Price Schedule 1 (LOT A)**

#### **PRICE SCHEDULE 1 – COMPUTERS & PRINTERS & UPS & DESKTOPS & KEYBOARD & MOUSE & SCANNERS & FLASHDISKS**

Bidder should provide detailed price schedule.

Below is the format:

<b>LOT A</b>				
	<b>ITEM DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1	Laptops (13.3 inch Core I7 2 IN 1 Detachable	3		
2	Laptops (13.3 inch. Core i7, 8gb, 1Tera) 7 <sup>th</sup> Gen	15		
3	Desktops (All in One PC Core i5, 6gb, 1tera, 21.5inch Screen)	8		
4	Desktop Screen (LED 21 inch)	26		
5	Uninterrupted Power Supply (UPS) for desktops	12		
6	Mouse	26		
7	Keyboard	26		
	<b>VAT (Taxes if any )</b>			
	<b>TOTAL (Exc. VAT)</b>			
	<b>TOTAL (Inc. VAT)</b>			

**Name of Tenderer:** \_\_\_\_\_

**Tender Number** \_\_\_\_\_

**Signature and Stamp:** \_\_\_\_\_

**PRICE SCHEDULE 2 – ICT HARDWARE AND ACCESSORIES**

<b>LOT B</b>				
	<b>ITEM DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1	Scanners	3		
2	Multi-purpose photocopier with document box and scan to email	1		
3	Laser Jet Printer	10		
4	Flash Disks (16gb)	30		
5	Guillotine	3		
6	Hard disk (1 Terabyte)	5		
7	Shredder	1		
8	Laminating machine	4		
9	Binding Machine	1		
	<b>VAT (Taxes if any )</b>			
	<b>TOTAL (Exc. VAT)</b>			
	<b>TOTAL (Inc. VAT)</b>			

**Name of Tenderer:** \_\_\_\_\_

**Tender Number** \_\_\_\_\_

**Signature and Stamp:** \_\_\_\_\_



**PRICE SCHEDULE 3 – LAN SUPPLIES, SERVERS & SETUP**

	<b>Item</b>	<b>Quantity</b>	<b>Price</b>	<b>Total</b>
	<b>Network Switches</b>	<b>2</b>		
1	CAT 7 Cable	Specify quantity in rolls (depend on site visit )		
2	Trunking	Specify length in Meters (depend on site visit )		
3	Cabinet (42 U)	1		
4	IP Phones	22		
5	Installation/Setup/Layout, Testing and Commissioning	Lot		
6	Maintenance, Support & Warranty	3 years		
7	Servers			
	VAT (Taxes if any )			
	TOTAL (Exc. VAT)			
	TOTAL (Inc. VAT)			

**Name of Tenderer:** \_\_\_\_\_

**Tender Number** \_\_\_\_\_

**Signature and Stamp:** \_\_\_\_\_

## **PRICE SCHEDULE 4 – HARDWARE AND ACCESSORIES**

<b>LOT D</b>				
	<b>ITEM DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1	Office fan	9		
2	Fire Proof safe	5		
3	Calculator (Prints Receipts)	5		
4	Office Camera	8		
5	Small Safe	1		
	VAT (Taxes if any)			
	TOTAL (Exc. VAT)			
	TOTAL (Inc. VAT)			

### **ALL QUOTES MUST BE IN KSHS.**

The price should be inclusive of all taxes. Note:

- i) In case of discrepancy between unit price and total, the unit price shall prevail
- ii) This tender may be awarded in part or in full.
- iii) Any use of brand names is for description purposes only, the vendor has the choice to give a different, but equal or better brand, but must be compatible with existing environment.
- iv) Payment for support and maintenance shall be executed in three parts (first part – on completion of the works, second part- second year, third part - third year).

Signature and stamp of \_\_\_\_\_ Date \_  
Bidder

## **2. 0 NON-DISCLOSURE AGREEMENT**

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This Non-Disclosure Agreement ("Agreement") is made and effective this [Date],  
**BETWEEN:**

**Vendor ("Supplier")**, a corporation incorporated under the laws of the State of Kenya.

**AND: KENYA CEREAL ENHANCEMENT PROGRAMME-CLIMATE RESILIENT AGRICULTURAL LIVELIHOODS WINDOW (KCEP-CRAL)**, of P.O. Box 30028-00100, Nairobi, Kenya (hereinafter called "the Purchaser").

**WHEREAS**, Vendor owns certain computer programs or tools which are useful in maintenance of KCEP-CRAL's computer equipment/ Servers or any other ICT service.

**WHEREAS** the Purchaser has agreed to allow the selected Vendor to undertake computer equipment/ Servers or any other ICT service on need basis.

**WHEREAS**, Vendor ("Supplier") and the Purchaser wish to evidence by this agreement the manner in which said maintenance, repairs or service will be undertaken, management and treatment of confidential and proprietary material will be treated.

NOW, THEREFORE, it is agreed as follows:

### **1. MAINTENANCE**

The Purchaser authorizes the selected Vendor to undertake maintenance of ICT equipment and in particular repair the equipment and return to the company, this shall be referred to as the "Maintenance of ICT equipment, servers or any other ICT service". The Maintenance of ICT equipment shall be undertaken with the support and participation of the KCEP-CRAL ICT staff.

## **2. TERM**

The terms of this Agreement shall be THREE YEARS from the date of effective date provided for herein above or for such additional period as may be agreed between KCEP-CRAL, and The Vendor.

KCEP-CRAL reserves the right to terminate the Maintenance Contract at any time with or without cause. Should the need arise, KCEP-CRAL reserves the right to stop the Maintenance Contract should there be a misunderstanding resulting from unlawful disclosure of KCEP-CRAL's confidential information/data.

## **3. NON-DISCLOSURE**

The Vendor shall disclose or give access to Proprietary Information only to their employees, agents or contractors ("The Vendors Personnel") having a need-to-know in connection with Vendor's engagement and for use in connection therewith. The Vendor will advise its Personnel having access to Proprietary Information of the confidential and proprietary nature thereof.

The selected Vendor agrees not to disclose either in part or entirety, any substantive, descriptive or related documentation about the ICT equipment Maintenance /Servers or any other ICT service to any third party.

By signing this agreement, the Vendor agrees that the maintenance or consultancy process shall not in any way interfere with the confidentiality, availability and integrity of KCEP-CRAL systems or hardware or information.

## **4. UNAUTHORIZED USE**

The Vendor shall promptly advise KCEP-CRAL in writing if it learns of any unauthorized use or disclosure of Proprietary Information by any Vendor's Personnel.

## **5. INDEMNIFICATION**

The Vendor at its own expense, shall defend, indemnify and hold harmless KCEP-CRAL, its licensees, employees and agents, from any claim, demand, cause of action, debt or liability (including attorneys' fees) to the extent it is based on a claim that its personnel in the course of their engagement on the IT equipment

maintenance infringed or violated the patent, copyright, license or other proprietary right of a third party.

**6. INJUNCTIVE RELIEF**

The Vendor acknowledges that the use or disclosure of the Proprietary Information in a manner inconsistent with this agreement will cause KCEP-CRAL irreparable damage, and that KCEP-CRAL shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.

**7. AUTHORITY TO SIGN**

If this agreement is signed, it is assumed that the individual signing the agreement has authority to execute the agreement on behalf of Vendor and agrees that the results of the ICT equipment/ Server Maintenance or any other IT service shall not be shared with any third party.

**8. COMPLIANCE WITH LAW**

The Vendor agrees to abide by the Laws of Kenya.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

KCEP-CRAL

Vendor

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_

\_\_\_\_\_

Authorized Signature

Authorized Signature

**1.0 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

No.s..... [Insert numbers,) of which is hereby duly acknowledged, we, the undersigned, offer to provide and **Supply of ICT Equipment and Accessories** 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 provide the services in accordance with the services schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the tender guarantee in a sum 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. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

{Signature} \_\_\_\_\_ {In the capacity of} \_\_\_\_\_

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

**3.0 CONTRACT FORM**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ between.....  
[Name of procurement entity] of ..... [country of Procurement entity](hereinafter called "KCEP-CRAL") of the one part and  
..... [Name of tenderer] of .....[city and country of tenderer](hereinafter called "the tenderer") of the other part.

WHEREAS **KCEP-CRAL** invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of .....[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for KCEP-CRAL)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ {for the tenderer}  
In the presence of \_\_\_\_\_

**4.0 MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE**

*(Must be filled by all applicants or Tenderers' who choose to participate in this tender)*

**Name of Applicant(s)**.....

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

**You are advised that it is a serious offence to give false information on this form will lead to automatic disqualification/termination of your business proposal at your cost.**

**Part 1 -General**

Business Name

.....

Location of Business Premises

.....

Plot No ... Street/Road..... Postal address..... Tel No.

.....

Fax Email.....

Nature of Business (Attach Company Profile)

.....

Registration Certificate No. (Attach Copy)

.....

Tax Compliance No (Attach Copy)

.....

Maximum value of business which you can handle at any one time –

Ksh.....

Name of your bankers.....

Branch.....



Bank Account Number.....

Payment Terms.....

**Part 2 (a) – Sole Proprietor**

Your name in

full.....Age.....

.....

Nationality.....Country of

Origin.....

Citizenship details.....

*If a Kenyan Citizen, indicate under Citizenship Details whether by Birth, Naturalization or*

**Part 2 (b) – Partnership**

Given details of partners as follows

Name	Nationality	Citizenship details	Shares
------	-------------	---------------------	--------

1.....			
--------	--	--	--

2.....			
--------	--	--	--

3.....			
--------	--	--	--

4.....			
--------	--	--	--

*If a Kenyan Citizen, indicate under Citizenship Details whether by Birth, Naturalization or Registration*

**Part 2 (c) – Registered Company**

Private or Public

(Attach brochures or annual reports in case of public companies)

State the nominal and issued capital of company

Nominal Kshs. Issued Kshs.

Give details of all directors as follows

Name	Nationality	Citizenship details	Shares
------	-------------	---------------------	--------

1. ....

2. ....

3. ....

4. ....

**Part 3- List of corporate client customers and their addresses, telephone numbers and contact person.**

1. Company.....Tel/ Mobile.....

Contact Person.....Designation.....

2. Company.....Tel/Mobile.....

Contact Person.....Designation.....

3. Company.....Tel/Mobile.....

Contact Person.....Designation.....

4. Company.....Tel/Mobile.....

Contact Person.....Designation.....

**Part 4-(a) Debarment**

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent or corrupt acts with regard to this or any other tender by the KCEP-CRAL and any other public or private institutions.

Full Names.....

Signature.....

Dated this .....day of .....2017

In the capacity of.....

Duly authorized to sign Tender for and on behalf of

.....

**Part 4-(b) Bankruptcy / Insolvency / receivership.**

I/We declare that I/We have not been declared bankrupt or insolvent by the competent Authorities in Kenya and neither are we under receivership:

Full Names.....

Signature.....

Dated this .....day of .....2017

Duly authorized to sign Tender for and on behalf of

.....

**Part 4-(c) -Criminal Offence**

I/We,(Name (s) of Director(s)):-

a).....

b).....

c).....

Have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed.....

For and on behalf of M/s.....

In the capacity of

.....

Dated this .....day of .....2017.

Suppliers' / Company's Official Rubber Stamp

.....

**Part 4-(d) Conflict of Interest**

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

a) .....

b) .....

c) .....

d) .....

For and on behalf of M/s.....

In the capacity of .....

Dated this .....day of .....2017

Suppliers' / Company's Official Rubber Stamp

.....

**Part 4-(e) – Interest in the Firm:**

Is there any person/persons in KCEP-CRAL or any other public institution who has interest in the Firm?

Yes/No ..... (Delete as necessary)

Institution .....

(Title) (Signature) (Date)

.....

.....

**PART 5(I) – EXPERIENCE: NOTE: THIS SECTION IS MANDATORY ONLY IF IT FORMS PART OF TECHNICAL EVALUATION. IT’S ALSO NOT NECESSARY FOR ALREADY PRE-QUALIFIED OR DIRECT PROCUREMENT FIRMS. AGPO FIRMS ARE HOWEVER EXCLUDED ENTIRELY FROM FILLING IT.**

Please list here below similar projects accomplished or companies / clients you have supplied with similar items or materials / Services in the last 5 years

	COMPANY NAME	COUNTRY	CONTRACT ORDER NO	VALUE	CONTRACT PERSON (FULL NAMES)	EMAIL	CELL PHONE NO
1							
2							
3							

**Part 6(i or j) – Bank account details:**

AGPO firms must provide evidence from their bank that the account to which KCEP-CRAL shall make payment has a youth or a woman or a PWD listed in the CR12 form/partnership deed/sole proprietor certificate as a MANDATORY signatory of that account,- Sec.157 (11) of PPADA:

Account No.....

Name of the person(s) in the CR12 form OR in the partnership deed OR in the sole proprietor Certificate...../.....

ID No(s):...../.....Signature and stamp of the authorized Banker

Representative.....Date.....

**Part 7--Declaration**

I/We the undersigned state that the above information is correct and that I/We give KCEP-CRAL to seek any other references concerning my/our company from whatever sources deemed e.g. company registrar's office, banks etc.

Full names  
.....

Signature.....

For and on behalf of M/s .....

In the capacity of  
.....

**Date..... Signature of Candidate.....**

**Company's Rubber Stamp.....**

**5.0 TENDER SECURING DECLARATION FORM**

[The Bidder shall complete in this Form in accordance with the instructions indicated]

Date: ..... of Bid Submission] Tender No. .... of bidding process]

To: ..... [insert complete name of Purchaser]

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we –

(a) Have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or

(b) Having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,

(i) Fail or refuse to execute the Contract, if required, or

(ii) Fail or refuse to furnish the Performance Security, in accordance with the ITT.

3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of

(i) our receipt of a copy of your notification of the name of the successful Bidder; or

(i) Twenty-eight days after the expiration of our Tender.

4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: [insert signature of person whose name and capacity are shown] in the Capacity of [insert legal capacity of person signing the Bid Securing Declaration]

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

.....

Duly authorized to sign the bid for and on behalf of: ..... [insert complete name of Bidder]

Dated on ..... day of ....., ..... [Insert date of signing]

**6.0 PERFORMANCE SECURITY FORM**

To: ..... [Name KCEP-CRAL]

WHEREAS..... [Name of tenderer]  
(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract

No..... [Reference number of the contract]

Dated.....day of ..... 20.....

To supply.....  
[Description services](Hereinafter called “the contract”)

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

AND WHEREAS we have agreed to give the tenderer a guarantee: THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of.....

\_\_\_\_\_  
[Amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of ..... [Amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the

.....day of ..... 20.....

Signature and seal of the Guarantors

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

\_\_\_\_\_  
[Address]

\_\_\_\_\_  
{Date}



**7.0 DECLARATION FORM**

Date \_\_\_\_\_

**To  
The Senior Programme Coordinator,  
KCEP-CRAL  
P.O. Box 30028-00100  
NAIROBI**

We (name and address)

\_\_\_\_\_

\_\_\_\_\_ declare the following:

- a) Have not been debarred from participating in public procurement.
- b) Have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

-----  
Name of Bidder

Signature

Date

**(To be signed by authorized representative and officially stamped)**

**8.0 LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

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---

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To:

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---

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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**

**9.0 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 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.

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

- 1.
- 2.

SIGNED..... (Applicant)

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

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**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review

Board..... day of ..... 20.....

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SIGNED

Board Secretary

**10 . MANUFACTURER’S AUTHORIZATION FORM**

**KENYA CEREAL ENHANCEMENT PROGRAMME –  
CLIMATE RESILIENT AGRICULTURAL LIVELIHOODS WINDOW  
P.O. Box 30028-00100  
NAIROBI, KENYA**

WHEREAS .....  
*[name of the Manufacturer]*

who are established and reputable manufacturers of **“Supply of ICT Equipment  
and Accessories”** 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 **“Supply of ICT Equipment and Accessories”** 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 who is authorized and competent.**

