



**OPEN NATIONAL TENDER
SUPPLY, DELIVERY AND INSTALLATION OF SOFTWARE FOR
THE VISUALLY IMPAIRED FOR 56 E-RESOURCE CENTRES**

TENDER NO.CA/PROC/OT/47/2019-2020

SUBMISSION DEADLINE:

WEDNESDAY 10TH JUNE 2020 AT 10:30 AM

Director General
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SECTION I – INVITATION TO TENDERERS

TENDER NO. : CA/PROC/OT/47/2019-2020

TENDER NAME: TENDER FOR SUPPLY, DELIVERY AND INSTALLATION OF SOFTWARE FOR THE VISUALLY IMPAIRED FOR THE 56 E-RESOURCE CENTRES

- 1.1. The Communications Authority of Kenya (CA) is the regulatory Agency for the ICT industry in Kenya with responsibilities in telecommunications, cyber security, e-commerce, broadcasting and postal/courier services. CA is also responsible for managing the country’s numbering and frequency spectrum resources, administering the Universal Service Fund (USF) as well as safeguarding the interests of consumers of ICT services.
- 1.2. The CA in collaboration with the Kenya National Library Services (KNLS) has supported establishment ICT centres (e-Resource Centres) in the public libraries across the country. The support include provision requisite furniture, ICT hardware and software in addition to internet connectivity.
- 1.3. To ensure these ICT services are accessible to all persons including persons with disabilities, the CA and the KNLS intends to support provision of software for the Visually Impaired in these centres.
- 1.4. The CA invites sealed tenders from eligible candidates for Supply, Delivery And Installation Of Software for the Visually Impaired in the following 56 libraries (E-Resource Centres).

Table 1: E-Resource Centres

	Library	County	Town	Physical Address
1.	Awendo	Migori	Sare	500 m from Kisii- Migori highway, next to Soni complex primary school
2.	Bute	Wajir	Moyale	500 m off Moyale-Wajir road, next to Bute Girls High
3.	Chinga	Nyeri	Othaya	Othaya-Muranga road, 3km from Kariki junction next to Chinga Boys High School

	Library	County	Town	Physical Address
4.	Eldoret	Uasin Gishu	Eldoret	Iten Road/Uganda Road Junction
5.	Embu	Embu	Embu.	Kenyatta road
6.	Garissa	Garissa	Garissa.	Miraa road, Off Garrissa-Daadab road, opp. Central Administration police
7.	Gilgil	Nakuru	Gilgil	Opposite Gilgil Market, Bondeni Estate
8.	Griftu	Wajir	Griftu	20 km off Wajir-Moyale road
9.	Isiolo	Isiolo	Isiolo	600 m from Isiolo-Moyale highway, next to Isiolo IEBC offices
10.	Kabarnet	Baringo	Kabarnet	Nakuru-Iten Road
11.	Kakamega	Kakamega	Kakamega	Off Muruli road, along Library road, behind Mwalimu centre
12.	Kapsabet	Nandi	Kapsabet	Kapsabet-Eldoret Road, opposite Kapsabet District Hospital
13.	Karatina	Nyeri	Karatina	Along Nyeri-Nanyuki Highway, next to Karatina Law courts
14.	Kericho	Kericho	Kericho	Along Kisumu Road, opposite South Western College
15.	Kibera	Nairobi	Nairobi	Albert road going to Raila houses, Next to Soweto Primary School
16.	Kilifi	Kilifi	Kilifi	Bosa Road, near Chief's office
17.	Kimilili	Bungoma	Kimilili	Kitale-Bungoma Road, next to Kimilili District Hospital
18.	Kinyambu	Makueni	Kibwezi	Along Mombasa highway, 30 km from Kibwezi town
19.	Kisii	Kisii	Kisii	Kisii/ Kisumu road, behind Barclays bank
20.	Kisumu	Kisumu	Kisumu.	Ochieng Road, next to Kisumu Social centre
21.	Kithasyu	Makueni	Kibwezi	8 km off Mombasa highway, next to Kithasyu Primary school and chulu national park
22.	Koru	Kisumu	Koru	Dr. Robert Ouko Memorial library
23.	Lelechonik	Narok	Chebole	Leiben – Bomet road, 50 km from chebole centre
24.	Malindi	Kilifi	Malindi	Lamu road
25.	Masalani	Garissa	Garissa	Along Bura-Hola road, Next to Masalani primary school

	Library	County	Town	Physical Address
26.	Mbalambala	Garissa	Garissa	Adjacent to Mbalambala District Hospital
27.	Meisori	Baringo	Marigat	Marigat-Lake Baringo road, 10km from Marigat town
28.	Meru	Meru	Meru	Kenyatta Highway
29.	Mikumbune	Meru	Nkubu	Nkubu-kionyo road, 6km from Nkubu tow
30.	Mombasa	Mombasa	Mombasa	Haille Selassie Ave, Msanifu Kombo Street
31.	Moyale	Marsabit	Moyale	3km off Moyale-Addis Ababa road, located within Ministry of health offices compound.
32.	Munyu	Nyeri	Narumoru	Off Nanyuki-Nyeri road, 12km from Narumoru town
33.	Mutyambua	Makueni	Sultan Hamud	13 km off Mombasa highway from Sultan Hamud Next to education/chief's office
34.	Thika	Thika	Thika	Next to mt Kenya university
35.	Narok	Narok	Narok	Along Narok-Sotik Road, Opposite St. Mary School
36.	Nyeri	Nyeri	Nyeri	Kenyatta Avenue, opp. Barclays Bank
37.	Nyilima	Siaya	Nyilima	off Bondo Road,12 km along Ndori –Uyoma road
38.	Ol kalou	Nyandarua	Ol Kalou	Gilgil /Nyahururu highway, opposite the Olkalou town council office
39.	Rambula	Siaya	Ugunja	Off Ugunja Sigomere road, 4km from Ugunja town
40.	Rumuruti	Laikipia	Rumuruti	Off Nyahururu/Maralal road, opp. Pagan girls secondary
41.	Silibwet	Bomet	Silibwet	Along Leiten-Bomet road
42.	Tarbaj	Wajir	Tarbaj	800m off Mandera – Wajir road, next to Tarbaj district hospital
43.	Timau	Meru	Timau	Off Nanyuki/ Meru Road, opp. Timau Catholic
44.	Ukwala	Siaya	Ukwala	Port Victoria Ugunja Road via Ukwala
45.	Wajir	Wajir	Wajir	100m off Garrissa-Mandera road
46.	Wundanyi	Taita taveta	Wundanyi	Along DC's office road, Next to Ministry of Land's Office
47.	Werugha	Taita Taveta	Wundanyi	Werugha Town

	Library	County	Town	Physical Address
48.	Lusumu	Kakamega	Mumias	Next to St Kizito Secondary School
49.	Murang'a	Murang'a	Murang'a	Muranga Town
50.	Mwingi	Makueni	Mwingi	Mwingi Town
51.	Mandera	Mandera	Mandera	Mandera Town
52.	Laikipia	Nyandarua	Nanyuki	Nanyuki Town
53.	Ditzoni	Kilifi	Ditzoni	Ditzoni Town
54.	Lagham	Elgeyo Marakwet	Lagham	Lagham Town
55.	Ukunda	Kwale	Ukunda	Ukunda Town
56.	Habasweni	Wajir	Habasweni	Habasweni Town

1.5. The tender is exclusively reserved to firms that are 100% Kenyan owned. Interested eligible candidates may obtain further information from and inspect the tender documents at the CA Centre on Waiyaki Way, Procurement Division, 2nd floor – Wing A, between 9am to 4pm, Monday to Friday excluding Public Holidays.

1.4 The tender document can be accessed and downloaded from the Authority's website <https://ca.go.ke/about-us/do-business-with-us/open-tenders/> or Public Procurement Information Portal (PIIP) supplier portal (<http://www.tenders.go.ke/website/tenders/index> *free of charge*).

1.5 The firms that download the document must arrange to forward their particulars/contacts to the Head of Procurement, Communications Authority of Kenya, through email address tenders@ca.go.ke before the closing date for records and for the purposes of receiving clarifications and/or addendum, if any. Additional information relating to this tender, if any, will be availed through the Authority's website and PIIP from time to time.

1.6 A complete tender document may also be obtained by interested candidates upon payment of a non-refundable fee of **Kshs. 1,000**. The payment can be remitted through Pay-Bill

No.522522 and a receipt obtained from our Accounts office, located at the Ground Floor, CA Centre.

- 1.7 Prices quoted should be inclusive of all taxes, must be expressed in Kenya shillings and shall remain valid for a period of 150 days from the closing date of the tender.
- 1.8 The tender MUST be accompanied by an original tender security of Kshs. 100,000 in form of a guarantee from a bank licensed by the Central Bank of Kenya (CBK) or Insurance Company approved by the Insurance Regulatory Authority (IRA).
- 1.9 Completed tender documents, in a plain sealed envelope clearly marked; **CA/PROC/OT/47/2019-2020 - “TENDER FOR SUPPLY, DELIVERY AND INSTALLATION OF SOFTWARE FOR THE VISUALLY IMPAIRED FOR 56 E-RESOURCE CENTRES”** should be deposited in the CA tender box on the ground floor of the CA Centre along Waiyaki Way on or before **Wednesday, 10th June 2020 at 10.30 a.m.**

**Director General
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- 1.10 Bidders are required to serialize all bid documents as per requirements of the Public Procurement and Asset Disposal Act (PPADA), 2015 clause 74(1)(i).
- 1.11 Bids shall be opened soon thereafter in the presence of the Bidders' representative(s) who choose to attend at the Authority's meeting room 2 Ground floor.

SECTION II- INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

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

2.2 Eligible Goods

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

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4. The Tender Document

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

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

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

2.5 Clarification of Documents

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

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

2.6 Amendment of Documents

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

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

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

2.7 Language of Tender

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

2.8 Documents Comprising of Tender

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

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

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

2.10 Tender Prices

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

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

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

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

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 2.1. the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

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

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and

- (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

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

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

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

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

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

2.14.8 The tender security may be forfeited:

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

- (ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

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

2.16 Format and Signing of Tender

- 2.16.1 The Procuring entity shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

- 2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 2.17.2 The inner and outer envelopes shall:
 - (a) be addressed to the Procuring entity at the address given in the Invitation to Tender:
 - (b) bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," (*day, date and time of closing*)
- 2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

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

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than (*day, date and time of closing*).

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

2.19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at (*time, day and date of closing*) and in the location specified in the Invitation to Tender.

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

2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

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

2.21 Clarification of Tenders

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

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

2.22 Preliminary Examination

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

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

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

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

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

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

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

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

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

2.25 Preference

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

2.26 Contacting the Procuring entity

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

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

2.27 Award of Contract

(a) Post-qualification

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

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

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

(b) **Award Criteria**

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

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

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

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

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

2.28 Notification of Award

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

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

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

2.29 Signing of Contract

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

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

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

2.30 Performance Security

- 2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

- 2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;
- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;
- 2.31.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	<i>Open national tender</i>
2.1.2	The Authority's employees, committee members, board members and their relative (spouse and children) are not eligible
2.1.3	Bidders who jointly participate in this tender are advised to have a joint venture agreement.
2.4.1	<p>Additional applicable forms:</p> <ul style="list-style-type: none"> i. Power of Attorney ii. Letter of Notification of Award iii. Anti-corruption Declaration Form iv. Letter of Acceptance <p>Not Applicable forms:</p> <ul style="list-style-type: none"> xi) Bank Guarantee for Advance Payment Form
2.9.5	<ul style="list-style-type: none"> a) No contract variation within one year from the contract signature date. b) Price variation will be based on the prevailing consumer price index as provided by Kenya National Bureau of Statistics and inflation rate as provided by the Central Bank of Kenya. c) Quantity variation shall not exceed 15% of the original contract quantity. d) Cumulative value of all contract variation should not exceed 25% of the original contract sum. e) Any contract price and quantity variation should be executed within the contract period.
2.10	<i>The tender sums should be in Kenya Shillings (KSHS)</i>
2.11	<i>Particulars of eligibility and qualifications documents of evidence required refer to clause 2.22</i>
2.12	<i>Particulars of tender security.-Kshs. 100,000.00</i> must be in form of Bank Guarantee from a reputable bank or an Insurance Bond from Insurance Company and approved by Public Procurement Regulatory Authority (PPRA). The tender Security should be valid for 30 days beyond the tender validity period

Instructions to tenderers	Particulars of appendix to instructions to tenderers																																	
2.13	<i>Tenders shall remain valid for 150 days</i>																																	
2.18	The Authority will open all tenders in the presence of tenderers' representatives who choose to attend, (Wednesday, 10th June 2020 at 10.30 a.m.)																																	
2.22	<p><i>Evaluation criteria</i></p> <p>The Authority will evaluate the tenders submitted in three stages namely: -</p> <ul style="list-style-type: none"> a. Mandatory Evaluation – Pass/Fail b. Technical Compliance Evaluation – Complied/Not Complied c. Technical Capacity Evaluation - Complied/Not Complied d. Financial Evaluation – Lowest evaluated bidder <p>General Evaluation criteria</p> <p>A) Mandatory Evaluation</p> <p>The bids shall undergo a mandatory evaluation process in order to determine the bid compliance to the following mandatory requirements: -</p> <table border="1" data-bbox="352 965 1350 1989"> <thead> <tr> <th colspan="3" data-bbox="352 965 1350 1043">MANDATORY REQUIREMENTS</th> </tr> <tr> <th data-bbox="352 1043 427 1122">No</th> <th data-bbox="427 1043 1259 1122">Description of requirement</th> <th data-bbox="1259 1043 1350 1122">Pass /Fail</th> </tr> </thead> <tbody> <tr> <td data-bbox="352 1122 427 1193">1</td> <td data-bbox="427 1122 1259 1193">Attach copy of Certificate of registration/Incorporation</td> <td data-bbox="1259 1122 1350 1193"></td> </tr> <tr> <td data-bbox="352 1193 427 1265">2</td> <td data-bbox="427 1193 1259 1265">Attach a copy of Valid Tax Compliance Certificate</td> <td data-bbox="1259 1193 1350 1265"></td> </tr> <tr> <td data-bbox="352 1265 427 1429">3</td> <td data-bbox="427 1265 1259 1429">The tender is exclusively reserved to firms that are 100% shares Kenyan owned. Bidders must submit a complete and current CR12 form obtained from the Attorney General's office showing the shareholders of the firm.</td> <td data-bbox="1259 1265 1350 1429"></td> </tr> <tr> <td data-bbox="352 1429 427 1630">4</td> <td data-bbox="427 1429 1259 1630">Bid Security of Kshs.100, 000 in form of a guarantee from a bank licensed by the Central Bank of Kenya (CBK) or Insurance Company approved by the Insurance Regulatory Authority (IRA) valid for 180 days from the date of tender opening.</td> <td data-bbox="1259 1429 1350 1630"></td> </tr> <tr> <td data-bbox="352 1630 427 1742">5</td> <td data-bbox="427 1630 1259 1742">Audited accounts for the last three years (2016, 2017 and 2018) duly certified and signed by Certified Accountants.</td> <td data-bbox="1259 1630 1350 1742"></td> </tr> <tr> <td data-bbox="352 1742 427 1821">6</td> <td data-bbox="427 1742 1259 1821">Duly filled, signed and stamped Confidential Business Questionnaire</td> <td data-bbox="1259 1742 1350 1821"></td> </tr> <tr> <td data-bbox="352 1821 427 1870">7</td> <td data-bbox="427 1821 1259 1870">Duly filled, signed and stamped form of tender</td> <td data-bbox="1259 1821 1350 1870"></td> </tr> <tr> <td data-bbox="352 1870 427 1948">8</td> <td data-bbox="427 1870 1259 1948">Submit declaration statement of not being debarred from participating public procurement in Kenya</td> <td data-bbox="1259 1870 1350 1948"></td> </tr> <tr> <td data-bbox="352 1948 427 1989">9</td> <td data-bbox="427 1948 1259 1989">Duly filled and signed Anti corruption form.</td> <td data-bbox="1259 1948 1350 1989"></td> </tr> </tbody> </table>	MANDATORY REQUIREMENTS			No	Description of requirement	Pass /Fail	1	Attach copy of Certificate of registration/Incorporation		2	Attach a copy of Valid Tax Compliance Certificate		3	The tender is exclusively reserved to firms that are 100% shares Kenyan owned. Bidders must submit a complete and current CR12 form obtained from the Attorney General's office showing the shareholders of the firm.		4	Bid Security of Kshs.100, 000 in form of a guarantee from a bank licensed by the Central Bank of Kenya (CBK) or Insurance Company approved by the Insurance Regulatory Authority (IRA) valid for 180 days from the date of tender opening.		5	Audited accounts for the last three years (2016, 2017 and 2018) duly certified and signed by Certified Accountants.		6	Duly filled, signed and stamped Confidential Business Questionnaire		7	Duly filled, signed and stamped form of tender		8	Submit declaration statement of not being debarred from participating public procurement in Kenya		9	Duly filled and signed Anti corruption form.	
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Instructions to tenderers	Particulars of appendix to instructions to tenderers																						
	<p>NOTE: Failure to submit any of the documents listed above will lead to disqualification. Tenderers who qualify at this stage will proceed to the Mandatory Technical Evaluation stage</p> <p>B) Technical Compliance evaluation</p> <p>All the bids admitted at the general pre-qualification (mandatory requirements) stage shall be subjected to a technical compliance evaluation based on the set criteria as per the table below. Technical bid evaluation shall be on the basis of Complied/Not complied and any bid failing in any of the technical evaluation will not proceed to the technical capacity evaluation stage. Bidders shall explicitly indicate their offer (under the ‘Bidder’s Offer’ column) against the minimum specifications.</p> <p>Minimum Technical Specifications for the screen magnifier and screen reader software</p> <p>i. Minimum Technical Specifications for Screen Magnifier Software</p> <table border="1" data-bbox="352 1077 1445 2029"> <thead> <tr> <th data-bbox="352 1077 475 1294">No.</th> <th data-bbox="475 1077 644 1294">Item</th> <th data-bbox="644 1077 1002 1294">Technical Specifications</th> <th data-bbox="1002 1077 1445 1294">If complied, Bidders MUST provide explanation of compliance with reference to datasheet or bill of materials with the specific page number and section of the reference</th> </tr> </thead> <tbody> <tr> <td data-bbox="352 1294 475 1368">1.</td> <td data-bbox="475 1294 644 1368">Software Type</td> <td data-bbox="644 1294 1002 1368">Screen magnifier</td> <td data-bbox="1002 1294 1445 1368"></td> </tr> <tr> <td data-bbox="352 1368 475 1809">2.</td> <td data-bbox="475 1368 644 1809">Supported Operating Systems</td> <td data-bbox="644 1368 1002 1809">Must be able to support all 32-bit and 64-bit versions of Windows 7, Windows 8 and Windows 10 (including Windows, Server 2012 and Windows Server 2016, and Linux Operating Systems) at a minimum</td> <td data-bbox="1002 1368 1445 1809"></td> </tr> <tr> <td data-bbox="352 1809 475 1957"></td> <td data-bbox="475 1809 644 1957">Memory requirement</td> <td data-bbox="644 1809 1002 1957">Should be able to run on any system with a minimum of 512 MB or more of RAM</td> <td data-bbox="1002 1809 1445 1957"></td> </tr> <tr> <td data-bbox="352 1957 475 2029">3.</td> <td data-bbox="475 1957 644 2029">Other Functional</td> <td data-bbox="644 1957 1002 2029">Ability to run on Windows logon and</td> <td data-bbox="1002 1957 1445 2029"></td> </tr> </tbody> </table>			No.	Item	Technical Specifications	If complied, Bidders MUST provide explanation of compliance with reference to datasheet or bill of materials with the specific page number and section of the reference	1.	Software Type	Screen magnifier		2.	Supported Operating Systems	Must be able to support all 32-bit and 64-bit versions of Windows 7, Windows 8 and Windows 10 (including Windows, Server 2012 and Windows Server 2016, and Linux Operating Systems) at a minimum			Memory requirement	Should be able to run on any system with a minimum of 512 MB or more of RAM		3.	Other Functional	Ability to run on Windows logon and	
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3.	Other Functional	Ability to run on Windows logon and																					

Instructions to tenderers	Particulars of appendix to instructions to tenderers				
		Requirements	<p>other secure screens</p> <p>When all components are completely set-up and functioning it should not occupy more than 5 GB of HDD space</p> <p>Should be able to function with or without an internet connection (connection requirement only for installation or activation is an exception)</p> <p>Support for enlarging any information on the screen including text, icons and graphics by pre-determined incremental factor.</p> <p>Ability for the user to change the size and colour of the pointer</p> <p>Support a user adjustable scale factor for the enlargement.</p> <p>Support altering colours on the screen to suit viewer preferences (e.g., light text on dark background)</p> <p>Built-in colour enhancements to eliminate glare and increase contrast</p> <p>Built-in smoothing of jagged edges at larger magnification levels.</p> <p>Support for multiple magnifications modes (e.g., entire screen magnified, lens type and line type)</p> <p>Support multiple languages</p> <p>Support for Large Print keyboards</p>		

Instructions to tenderers	Particulars of appendix to instructions to tenderers		
		Must support Optical Character Reader (OCR)	
iii. Minimum Technical Specifications for Screen Reader Software			
No.	Item	Technical Specifications	If complied, Bidders MUST provide explanation of compliance with reference to datasheet or bill of materials with the specific page number and section of the reference
1.	Software Type	Screen reader	
2.	Supported Operating Systems	Must be able to support all 32-bit and 64-bit versions of Windows 8 and Windows 10 (including Windows, Server 2012 and Windows, Server 2016 and Linux Operating Systems) at a minimum	
3.	Memory requirement	Should be able to run on any system with a minimum of 512 MB or more of RAM	
4.	Other Functional Requirements	Ability to run on Windows logon and other secure screens When all components are completely set-up and functioning it should not occupy more than 5 GB of HDD space Should be able to function with or without an internet connection (connection requirement only for installation or activation is an exception) Support for more than one type of refreshable braille display, including input of computer braille for braille displays which have a braille keyboard Built-in speech synthesizer supporting	

Instructions to tenderers	Particulars of appendix to instructions to tenderers		
		<p>multiple languages and multiple voices. Support for popular applications including web browsers, email clients, internet chat programs and office suites</p> <p>Automatic announcement of text under the mouse and optional audible indication of the mouse position</p> <p>Reporting of textual formatting where available such as font name and size, style and spelling errors</p> <p>Support for common accessibility interfaces such as Microsoft Active Accessibility, Java Access Bridge, IAccessible2 and UI Automation</p> <p>Support for Windows Command Prompt and console applications</p> <p>Must support OCR</p>	
<p>To be eligible to proceed to the technical capacity stage, a firm must ‘COMPLY in all items in the technical compliance evaluation</p>			
<p>C) Technical Capacity Evaluation</p>			
<p>The bids shall undergo an evaluation on their technical capacity on a pass/fail basis as follows:-</p>			
No	Criteria Description	Pass/Fail	
1.	<p><i>A Experience of the Firm</i></p> <p>Bidders should provide at least two (2) supply and delivery of Software for the Visually Impaired Persons</p>		
2.	<p>Bidders must further submit purchase order copies and recommendation letters from at least two (2) of their clients</p>		
3.	<p>Methodology</p> <p>Detailed description of methodology and work plan including plan for supply, delivery and duration of the proposed project deliverables</p>		
4.	<p>Financial Capacity</p> <p>Bidders are required to have an average annual turnover of Kshs</p>		

Instructions to tenderers	Particulars of appendix to instructions to tenderers																												
	5 million and above as per annual audited accounts for the last 3 years																												
	<p align="center">D) Financial evaluation</p> <p>All the firms that are successful in the technical capacity evaluation stage will be subjected to a financial evaluation. The lowest evaluation bidder will be proposed for award of the tender.</p> <p>Note: The prices quoted should be inclusive of all taxes and transport costs and any other incidental costs.</p> <p>The financial bids should be submitted in the following format;</p> <table border="1" data-bbox="352 835 1393 1283"> <thead> <tr> <th></th> <th>Items</th> <th>Qty.</th> <th>Unit Cost (Kshs) inclusive of taxes</th> <th>Total Cost (Kshs) inclusive of taxes</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Supply and Installation of Screen Magnifier Software</td> <td>56</td> <td></td> <td></td> </tr> <tr> <td>2</td> <td>Supply and Installation Screen Reader Software</td> <td>56</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td>Annual software licenses</td> <td>56</td> <td></td> <td></td> </tr> <tr> <td colspan="3">Total Cost inclusive of all taxes</td> <td></td> <td></td> </tr> </tbody> </table> <p>Note: Any other cost not indicated as above should be included in the quote.</p> <ol style="list-style-type: none"> 1 Bids with arithmetic errors shall be disqualified at the financial evaluation stage. 2 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way as per guidance from (PPADA, 2015 Section 82) and should include transport cost and any other incidental costs. 					Items	Qty.	Unit Cost (Kshs) inclusive of taxes	Total Cost (Kshs) inclusive of taxes	1	Supply and Installation of Screen Magnifier Software	56			2	Supply and Installation Screen Reader Software	56			3	Annual software licenses	56			Total Cost inclusive of all taxes				
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2.27	<i>Performance security 5% of one-time supply, delivery installation and configuration and 5% for the cost of annual license renewals to be provided 30 days before start of each year for five years</i>																												
2.30	<i>Particulars of performance security if applicable</i>																												

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

3.3 Country of Origin

- 3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.
- 3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 Standards

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country

3.7 Performance Security

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 Inspection and Tests

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 **Packing**

- 3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 **Delivery and Documents**

- 3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.11 **Insurance**

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

3.12 **Payment**

- 3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract
- 3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.13 **Prices**

- 3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

3.14. Assignment

3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent

3.15 Subcontracts

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

3.16 Termination for default

3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part

(a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity

(b) if the tenderer fails to perform any other obligation(s) under the Contract

(c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.17 Liquidated Damages

3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

- 3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract
- 3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

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

3.20 Force Majeure

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.6	<p><i>The Performance bond shall be structured as follows:</i></p> <p><i>(a) For the services rendered pursuant to services under Supply, delivery installation of a Supply, delivery, installation and, configuration of the visually impaired software. The successful tenderer shall provide a performance bond/security amounting to 5% of the cost for supply, delivery, installation and configuration. The performance bond to remain valid for thirty (30) days beyond the supply, delivery, installation and commissioning of the services. However, if the period of installation is extended, the successful tenderer shall provide an extension of the performance bond.</i></p> <p><i>(b) In respect to provision of annual comprehensive preventive maintenance inclusive of licensees for five (5) years with one (1) year warranty, the firm shall provide a performance bond /security amounting to 5% of the total costs of comprehensive preventive maintenance for the software for a period of five (5) years. The performance bond shall remain valid for thirty (30) days beyond the maintenance period.</i></p> <p><i>However, if the period of maintenance is extended, the firm shall provide an extension of the performance bond. Further, the bond should be submitted to the Authority 30 days before end of installation period under (a) above and 30 days before release of the installation performance bond.</i></p>
3.9	<p><i>The terms of payment shall be within 30 days from the date of inspection and acceptance upon receipt of an official invoice</i></p>
23.14	<p><i>Resolution of disputes shall be through arbitration. Appointment of arbitrator to be conducted as per the Arbitration Act</i></p>
3.18	<p>For Notices, the procurement entity's address is: -</p> <p>Director -General Communications Authority of Kenya P.O. Box 14448 Nairobi 00800 Mobile: 0736 121515/ 0703042000 E-mail: tenders@ca.go.ke Website: www.ca.go.ke</p>

SECTION VI – SCHEDULE OF REQUIREMENTS

Minimum Technical Specifications for the screen magnifier and screen reader software

i. Minimum Technical Specifications for Screen Magnifier Software

No.	Item	Technical Specifications	Bidders Specification	Conformance
	Software Type	Screen magnifier		
	Supported Operating Systems	Must be able to support all 32-bit and 64-bit versions of Windows 7, Windows 8 and Windows 10 (including Windows, Server 2012 and Windows Server 2016, and Linux Operating Systems) at a minimum		
	Memory requirement	Should be able to run on any system with a minimum of 512 MB or more of RAM		
	Other Functional Requirements	<p>Ability to run on Windows logon and other secure screens</p> <p>When all components are completely set-up and functioning it should not occupy more than 5 GB of HDD space</p> <p>Should be able to function with or without an internet connection (connection requirement only for installation or activation is an exception)</p> <p>Support for enlarging any information on the screen including text, icons and graphics by pre- determined incremental factor.</p> <p>Ability for the user to change the size and colour of the pointer</p> <p>Support a user adjustable scale factor for the enlargement.</p> <p>Support altering colours on the screen to suit viewer preferences (e.g., light text on dark background)</p> <p>Built-in colour enhancements to eliminate glare and increase contrast</p> <p>Built-in smoothing of jagged edges at larger magnification levels.</p> <p>Support for multiple magnifications modes</p>		

No.	Item	Technical Specifications	Bidders Specification	Conformance
		(e.g., entire screen magnified, lens type and line type) Support multiple languages Support for Large Print keyboards Must support OCR		

ii. Minimum Technical Specifications for Screen Reader Software

No.	Item	Technical Specifications	Bidders Specifications	Conformance
	Software Type	Screen reader		
	Supported Operating Systems	Must be able to support all 32-bit and 64-bit versions of Windows 7, Windows 8 and Windows 10 (including Windows, Server 2012 and Windows Server 2016, and Linux Operating Systems) at a minimum		
	Memory requirement	Should be able to run on any system with a minimum of 512 MB or more of RAM		
	Other Functional Requirements	Ability to run on Windows logon and other secure screens When all components are completely set-up and functioning it should not occupy more than 5 GB of HDD space Should be able to function with or without an internet connection (connection requirement only for installation or activation is an exception) Support for more than one type of refreshable braille display, including input of computer braille for braille displays which have a braille keyboard Built-in speech synthesizer supporting multiple languages and multiple voices. Support for popular applications including web browsers, email clients, internet chat programs and office suites Automatic announcement of text under the mouse and optional audible		

No.	Item	Technical Specifications	Bidders Specifications	Conformance
		<p>indication of the mouse position</p> <p>Reporting of textual formatting where available such as font name and size, style and spelling errors</p> <p>Support for common accessibility interfaces such as Microsoft Active Accessibility, Java Access Bridge, IAccessible2 and UI Automation</p> <p>Support for Windows Command Prompt and console applications</p> <p>Must support Optical Character Reader (OCR)</p>		

SECTION VII - PRICE SCHEDULE FOR GOODS

Name of tenderer _____ Tender Number _____ Page _____ of _____

	Library	County	Town	Physical Address	Cost (Kshs) inclusive of taxes (Supply and Installation of Screen Magnifier Software)	Cost (Kshs) inclusive of taxes (Supply and Installation Screen Reader Software)	Total Cost (Kshs) inclusive of taxes
1.	Awendo	Migori	Sare	500 m from Kisii-Migori highway, next to Soni complex primary school			
2.	Bute	Wajir	Moyale	500 m off Moyale-Wajir road, next to Bute Girls High			
3.	Chinga	Nyeri	Othaya	Othaya-Muranga road, 3km from Kariki junction next to Chinga Boys High School			
4.	Eldoret	Uasin Gishu	Eldoret	Iten Road/Uganda Road Junction			
5.	Embu	Embu	Embu.	Kenyatta road			
6.	Garissa	Garissa	Garissa.	Miraa road, Off Garrissa-Daadab road, opp. Central Administration police			
7.	Gilgil	Nakuru	Gilgil	Opposite Gilgil Market, Bondeni Estate			
8.	Griftu	Wajir	Griftu	20 km off Wajir-Moyale road			
9.	Isiolo	Isiolo	Isiolo	600 m from Isiolo-Moyale highway, next to Isiolo IEBC offices			
10.	Kabarnet	Baringo	Kabarnet	Nakuru-Iten Road			
11.	Kakamega	Kakamega	Kakamega	Off Muruli road, along Library road, behind Mwalimu centre			
12.	Kapsabet	Nandi	Kapsabet	Kapsabet-Eldoret Road, opposite Kapsabet District Hospital			

	Library	County	Town	Physical Address	Cost (Kshs) inclusive of taxes (Supply and Installation of Screen Magnifier Software)	Cost (Kshs) inclusive of taxes (Supply and Installation Screen Reader Software)	Total Cost (Kshs) inclusive of taxes
13.	Karatina	Nyeri	Karatina	Along Nyeri-Nanyuki Highway, next to Karatina Law courts			
14.	Kericho	Kericho	Kericho	Along Kisumu Road, opposite South Western College			
15.	Kibera	Nairobi	Nairobi	Albert road going to Raila houses, Next to Soweto Primary School			
16.	Kilifi	Kilifi	Kilifi	Bosa Road, near Chief's office			
17.	Kimilili	Bungoma	Kimilili	Kitale-Bungoma Road, next to Kimilili District Hospital			
18.	Kinyambu	Makueni	Kibwezi	Along Mombasa highway, 30 km from Kibwezi town			
19.	Kisii	Kisii	Kisii	Kisii/ Kisumu road, behind Barclays bank			
20.	Kisumu	Kisumu	Kisumu.	Ochieng Road, next to Kisumu Social centre			
21.	Kithasyu	Makueni	Kibwezi	8 km off Mombasa highway, next to Kithasyu Primary school and chulu national park			
22.	Koru	Kisumu	Koru	Dr. Robert Ouko Memorial library			
23.	Lelechonik	Narok	Chebole	Leiben – Bomet road, 50 km from chebole centre			
24.	Malindi	Kilifi	Malindi	Lamu road			
25.	Masalani	Garissa	Garissa	Along Bura-Hola road, Next to Masalani primary school			
26.	Mbalambala	Garissa	Garissa	Adjacent to Mbalambala District Hospital			

	Library	County	Town	Physical Address	Cost (Kshs) inclusive of taxes (Supply and Installation of Screen Magnifier Software)	Cost (Kshs) inclusive of taxes (Supply and Installation Screen Reader Software)	Total Cost (Kshs) inclusive of taxes
27.	Meisori	Baringo	Marigat	Marigat-Lake Baringo road, 10km from Marigat town			
28.	Meru	Meru	Meru	Kenyatta Highway			
29.	Mikumbune	Meru	Nkubu	Nkubu-kionyo road, 6km from Nkubu town			
30.	Mombasa	Mombasa	Mombasa	Haille Selassie Ave, Msanifu Kombo Street			
31.	Moyale	Marsabit	Moyale	3km off Moyale-Addis Ababa road, located within Ministry of health offices compound.			
32.	Munyu	Nyeri	Narumoru	Off Nanyuki-Nyeri road, 12km from Naromoru town			
33.	Mutyamba	Makueni	Sultan Hamud	13 km off Mombasa highway from Sultan Hamud Next to education/chief's office			
34.	Thika	Thika	Thika	Next to mt Kenya university			
35.	Narok	Narok	Narok	Along Narok-Sotik Road, Opposite St. Mary School			
36.	Nyeri	Nyeri	Nyeri	Kenyatta Avenue, opp. Barclays Bank			
37.	Nyilima	Siaya	Nyilima	off Bondo Road, 12 km along Ndori –Uyoma road			
38.	Olkalou	Nyandarua	Olkalou	Gilgil /Nyahururu highway, opposite the Olkalou town council office			
39.	Rambula	Siaya	Ugunja	Off Ugunja Sigomere road, 4km from Ugunja town			
40.	Rumuruti	Laikipia	Rumuruti	Off Nyahururu/Maralal road, opp. Pagan girls			

	Library	County	Town	Physical Address	Cost (Kshs) inclusive of taxes (Supply and Installation of Screen Magnifier Software)	Cost (Kshs) inclusive of taxes (Supply and Installation Screen Reader Software)	Total Cost (Kshs) inclusive of taxes
				secondary			
41.	Silibwet	Bomet	Silibwet	Along Leiten-Bomet road			
42.	Tarbaj	Wajir	Tarbaj	800m off Mandera – Wajir road, next to Tarbaj district hospital			
43.	Timau	Meru	Timau	Off Nanyuki/ Meru Road, opp. Timau Catholic			
44.	Ukwala	Siaya	Ukwala	Port Victoria Ugunja Road via Ukwala			
45.	Wajir	Wajir	Wajir	100m off Garrissa-Mandera road			
46.	Wundanyi	Taita taveta	Wundanyi	Along DC's office road, Next to Ministry of Land's Office			
47.	Werugha	Taita Taveta	Wundanyi	Werugha Town			
48.	Lusumu	Kakamega	Mumias	Next to St Kizito Secondary School			
49.	Murang'a	Murang'a	Murang'a	Muranga Town			
50.	Mwingi	Makueni	Mwingi	Mwingi Town			
51.	Mandera	Mandera	Mandera	Mandera Town			
52.	Laikipia	Nyandarua	Nanyuki	Nanyuki Town			
53.	Ditzoni	Kilifi	Ditzoni	Ditzoni Town			
54.	Lagham	Elgeyo Marakwet	Lagham	Lagham Town			
55.	Ukunda	Kwale	Ukunda	Ukunda Town			
56.	Habasweni	Wajir	Habasweni	Habasweni Town			

	Library	County	Town	Physical Address	Cost (Kshs) inclusive of taxes (Supply and Installation of Screen Magnifier Software)	Cost (Kshs) inclusive of taxes (Supply and Installation Screen Reader Software)	Total Cost (Kshs) inclusive of taxes
Annual software licenses for the 56 E-resource Centres							
Grand Total carried to Form of Tender							

Please indicate the delivery period _____ weeks

Signature of tenderer _____

SECTION VIII - STANDARD FORMS

8.1 FORM OF TENDER

Date _____

Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda

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

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

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

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

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

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

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

Part 2 (a) – Sole Proprietor	
Your name in full Age	
Nationality Country of origin	
<ul style="list-style-type: none"> • Citizenship details • 	
Part 2 (b) Partnership	
Given details of partners as follows:	
Name	Nationality Citizenship Details Shares
1.
2.
3.
4.
Part 2 (c) – Registered Company	
Private or Public	
State the nominal and issued capital of company-	
Nominal Kshs.	
Issued Kshs.	

Given details of all directors as follows				
	Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.
5.
Date		Signature of Candidate		

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

8.3 TENDER SECURITY FORM

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

THE CONDITIONS of this obligation are:-

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

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

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

[signature of the bank] _____
(Amend accordingly if provided by Insurance Company)

8.4 CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are
respectively assigned to them in the Conditions of Contract referred to:

2. The following documents shall be deemed to form and be read and construed as part
of this Agreement viz:

- (a) the Tender Form and the Price Schedule submitted by the tenderer
- (b) the Schedule of Requirements
- (c) the Technical Specifications
- (d) the General Conditions of Contract
- (e) the Special Conditions of contract; and
- (f) the Procuring entity’s Notification of Award

3. In consideration of the payments to be made by the Procuring entity to the tenderer as
hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the
goods and to remedy defects therein in conformity in all respects with the provisions of the
Contract

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the
provisions of the goods and the remedying of defects therein, the Contract Price or such other
sum as may become payable under the provisions of the Contract at the times and in the
manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity

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

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

To
[name of Procuring entity]

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

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

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

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

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.6 MANUFACTURER’S AUTHORIZATION FORM

To *[name of the Procuring entity]*

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

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

[signature for and on behalf of manufacturer]

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

8.7 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

8.8 ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE (Section 62 PPADA,

2015) I/We/..... of Street, Building, P O

Box.....

.....

Contact/Phone/E mail.....

I/We

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender name.....

Tender Nofor or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature..... Name and

Title of Signatory.....

8.9 FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the Public
Procurement Administrative Review Board to review the whole/part of the above mentioned decision
on the following grounds , namely:-

- 1.
 - 2.
- etc.

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

- 1.
 - 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED
Board Secretary

