

**COUNTY GOVERNMENT OF KIAMBU**



**DEPARTMENT OF FINANCE ICT AND ECONOMIC PLANNING**

**TENDER DOCUMENT**

**FOR**

**NETWORKING/AND CCTV INSTALLATION AT KIAMBU SUB COUNTY (RED NOVA)  
OFFICES.**

**TENDER**

**NO.CGK/FEB/ICT/003/2020/2021**

**NEGOTIATION NO: 838778**

**SUBMISSION DEADLINE:**

**THURSDAY 7<sup>TH</sup> JANUARY, 2021 AT 12.00 NOON**

## SECTION I – INVITATION TO TENDER

The County Government of Kiambu invites eligible candidates for **NETWORKING/AND CCTV INSTALLATION AT KIAMBU SUB COUNTY (RED NOVA) OFFICES**

Interested eligible candidates may download a complete set of tender document with evaluation criteria from the County Government of Kiambu website [www.kiambu.go.ke](http://www.kiambu.go.ke) and /or IFMIS supplier portal or PPIP portal: [www.tenders.go.ke](http://www.tenders.go.ke) portal using the unique IFMIS Negotiation Number indicated in the [www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke) advert

Complete tender documents must be submitted through the **IFMIS SUPPLIER PORTAL** [www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke) as per the requirements contained in the document so as to be received on or before the date and time indicated in the IFMIS **THURSDAY 7<sup>TH</sup> JANUARY 2021**

Prices quoted should be net inclusive of all taxes and must be in Kenya Shillings and should remain valid for 120 days after date of tender opening.

**NOTE:** Bidders who may experience challenges in accessing and uploading their tenders in the IFMIS tender portal should contact IFMIS help desk(email <http://ifmis.go.ke>,Tel 0800721477/020480180)at the treasury or contact the office of Chief Officer-Finance, Ict and economic planning located Thika Sub County for assistance during official working hours(Monday-Friday 8:00 A.M-5:00P.M.)

Note that **ONLY** those meeting the criteria indicated below as minimum, supported by the relevant documents at submission will be considered for further evaluation.

### **Mandatory requirements**

- 1) Certified Copy of Certificate of registration/incorporation.
- 2) Certified Copy of valid tax compliance certificate/exemption certificate issued by KRA
- 3) Certified Copy of CR 12 certificate for limited companies
- 4) Certified KRA Pin certificate issued by KRA
- 5) Dully filled, signed and stamped Tender form
- 6) Dully filled, stamped and signed Business Questionnaire Form
- 7) Certified Single Business Permit.
- 8) **MUST** provide Copies of the national ID/passport for the directors as per CR12
- 9) All pages **MUST** be serialized/paged
- 10) Bid security of 2% of bid mount **The tender security shall be in the form of a Guarantee issued by a Bank or Insurance Company accepted by PPRA**

Further, Tenders from the following Tenderers shall be treated as **Non-Responsive** and therefore subject to disqualification:

- i. A tender from the tenderer whose directors/Owners/Shareholders are either Public officers, State officers or their spouses or children;
- ii. A tender who makes attempts of any kind of influence the tender outcome by soliciting for information during tender evaluation, communicating with tender evaluators, corrupting any public officers and any other forms to win favors shall automatically be disqualified and recommended for prosecution.

The County Government of Kiambu reserves the right to accept or reject any tender and may 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

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## SECTION II: INSTRUCTIONS TO TENDERERS

### Eligible tenderers

**2.11** This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

**2.12** The County Government of Kiambu's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under Section 59 of the PPAD Act 2015

**2.13** Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by The County Government of Kiambu to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

**2.14** Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### 22 Cost of tendering

**2.21** The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the County Government of Kiambu, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

**2.22** *The tender document shall be downloaded from county website [www.kiambu.go.ke](http://www.kiambu.go.ke) and /or IFMIS supplier portal or PPIP portal: [www.tenders.go.ke](http://www.tenders.go.ke) portal using the unique IFMIS Negotiation Number indicated in the [www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke) **FREE OF CHARGE.***

**2.23** The County Government of Kiambu allows the tender document to be viewed free of charge from the above indicated websites before submission.

### Contents of tender documents

**2.24** The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders

- i) Instructions to tenderers
- ii) General Conditions of Contract



- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

2.3.2. 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.

#### Clarification of Documents

**225** A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. 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 who have received the tender documents”

**226** 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.

#### Amendment of documents.

**227** 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 issuing an

addendum.

**228** All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3. 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.

### Language of tender

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. 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.

### Documents Comprising the Tender

The tender prepared by the tenderer shall comprise the following components:

- a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9, and 2.10 below
- b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- c) Tender security furnished is in accordance with Clause 2.12
- d) Confidential business questionnaire

### Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

### Tender Prices

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted **by** the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one

year (12 months)

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

2.9.6 Price variation requests shall be processed by the County Government of Kiambu within 30 days of receiving the request.

### Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

### 2.11 Tenderers Eligibility and Qualifications.

2.11.1 Pursuant to Clause 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.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

### 2.12 Tender Security

**2.12.1** The tenderer shall furnish, as part of its tender, a tender security of **2% of bid amount**

**2.12.2** The tender security shall be in **the form of a Guarantee issued by a Bank or Insurance Company accepted by PPRA**

2.12.3 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.4 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 2.12.7

2.12.5 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

- a) A bank guarantee.
- b) Cash.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit

2.12.6 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.20

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

2.12.8 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.9 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 30

**or**

(ii) to furnish performance security in accordance with paragraph 31.

(c) If the tenderer rejects, correction of an error in the tender.

### Validity of Tenders

2.13.1 Tenders shall remain valid for **120 days** or as specified in the invitation to tender after date of tender opening prescribed by the County Government of Kiambu, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the County Government of Kiambu as non-responsive.

2.13.2 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 2.12 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.

### 2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare one copy of the tender, clearly / marking each "**ORIGINAL TENDER**" and upload it as PDF in the ifmis supplier portal as appropriate

2.14.2 The original 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. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 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.

## 2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall upload the tender document in PDF format in the IFMIS portal

2.15.2 The tender document shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in it is not uploaded in the PDF format". —

2.15.3 If the tender document is not uploaded as prescribed 2.15., the Procuring entity will assume no responsibility of not opening the tender.

## 2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **THURSDAY 7<sup>TH</sup> JANUARY 2021 AT 12.00 NOON local time.**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 5, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Tenders who may have difficulties if uploading the document can contact the undersigned for assistance.

IFMIS help desk(email <http://ifmis.go.ke>,Tel 0800721477/020480180)at the treasury or contact the office of chief officer-finance and economic planning located Thika Sub County for assistance during official working hours(Monday-Friday 8:00 A.M-5:00P.M.)

## 2.17 Modification and withdrawal of tenders

2.17.1 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 tender's is received by the County Government of Kiambu prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. 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.

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

2.17.4 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 2.12.7.

2.17.5 The County Government of Kiambu may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 The County Government of Kiambu 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.

## 2.18 Opening of Tenders

2.18.1 The County Government of Kiambu will open all tenders in the presence of tenderers' representatives who choose to attend, at **THURSDAY 7<sup>th</sup> JANUARY 2021, AT 12.00 NOON.** local time. And in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.2 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.

2.18.3 The County Government of Kiambu will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

## 2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the County Government of Kiambu 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 shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the County Government of Kiambu in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer's tender.

Comparison or contract award decisions may result in the rejection of the tenderer's tender.

## 2.20 Preliminary Examination and Responsiveness

2.20.1 The County Government of Kiambu will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 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.

2.20.3 The County Government of Kiambu 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 any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 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.

2.20.5 If a tender is not substantially responsive, it will be rejected by the County Government of Kiambu and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## 2.21 Conversion to a single currency

2.21.1 Where other currencies are used, the County Government of Kiambu will convert

those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

## 2.22 Evaluation and comparison of tenders.

2.22.1 The County Government of Kiambu will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The County Government of Kiambu's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

- (a) Operational plan proposed in the tender;
- (b) deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

**(a) Operational Plan.**

*The County Government of Kiambu requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements.*

*Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.*

**(b) Deviation in payment schedule.**

*Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base 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.*

*The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.*

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.6 To qualify for contract awards, the tenderer shall have the following:-

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement

- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing

- (d) Shall not be debarred from participating in public procurement.

## 2.23. Contacting the procuring entity

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the County Government of Kiambu on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the County Government of Kiambu in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

## 2.24 Award of Contract

### 2.24.1 Post qualification

- a) In the absence of pre-qualification, the County Government of Kiambu 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.
- b) The determination will take into account the tenderer's 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 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.
- c) 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 County Government of Kiambu will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

### 2.24.2 Award Criteria.

- a. Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer 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.
- b. The County Government of Kiambu 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. If the procuring entity determines that

none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

- c. 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 Notification of award

2.25.1 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.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## 2.26 Signing of Contract

2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the County Government of Kiambu will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.26.3 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.

## 2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from the County Government of Kiambu, 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.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 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 or call for new tenders.

## 2.28 Corrupt or Fraudulent Practices.

2.28.1 The County Government of Kiambu requires that tenderers observe the highest standard of ethics during the procurement process and execution of

contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 The County Government of Kiambu 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;

2.28.3 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 printing services shall be complement or amend the provisions of the instructions to tenders. Wherever there is a conflict between the provisions of the instructions to tenderers and the provision of the appendix, the appendix herein shall prevail over the instructions to tenderers.

TD Instructions Clause	Particulars of Appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: The tender is open to all eligible Printing Service Providers.
2.2.2	<i>The tender document shall be downloaded from county <b>website</b> <a href="http://www.kiambu.go.ke">www.kiambu.go.ke</a> and /or IFMIS supplier portal or PPIP portal: <a href="http://www.tenders.go.ke">www.tenders.go.ke</a> portal using the unique IFMIS Negotiation Number indicated in the <a href="http://www.supplier.treasury.go.ke">www.supplier.treasury.go.ke</a></i>
2.12.3	Form of Tender Security: Applicable The amount of tender security shall be 2% of the bid amount <b>in the form of a Guarantee issued by a Bank or Insurance Company accepted by PPRA</b> . The tender security shall remain valid for 120 days
2.13	Validity of Tenders: Tenders Shall remain valid for <b>120 days</b> .
	Tendered with Bulky are advised to contact the ifmis desk at the treasury IFMIS help desk(email <a href="http://ifmis.go.ke">http://ifmis.go.ke</a> ,Tel 0800721477/020480180)at the treasury or contact the office of chief officer-finance and economic planning located Thika Sub County for assistance during official working hours(Monday-Friday 8:00 A.M-5:00P.M.)

**2.16.3**

tenders to be uploaded in pdf format in the ifmis portal

2.14.1& 2.15.1	Tenderer to upload the tender document in pdf format in the suppliers portal
2.18	The tender closing and opening date is <b>on THURSDAY 7<sup>TH</sup> JANUARY 2021 AT 12.00 NOON .” local time.</b>

<b>2.30</b>	Particulars of Performance Printing if applicable. <b>N/A</b>
<b>2.22</b>	Particulars of post-qualification if applicable. The County Government of Kiambu will inspect the premises and interview management to confirm all this information given
<b>2.22.4</b>	<b>Award Criteria:</b> Award will be made to the bidder with the lowest evaluated price

### Evaluation Criteria

The following are requirement to be met by the tenderer not withstanding other requirements in the tender documents:-

#### a) **Mandatory Requirements (MR)**

- 1) Must Submit a Certified copy of certificate of registration/incorporation
- 2) Must Submit a Certified copy of valid tax compliance certificate/exemption certificate issued by KRA
- 3) Must Submit a Certified copy of CR12 certificate for Limited Companies
- 4) Must Submit a Certified KRA PIN and VAT certificate issued by KRA
- 5) Must Submit a Certified Single Business Permit.
- 6) Must Fill the Price Schedule in the format provided
- 7) Must submit a self-declaration that the firm is not debarred from participating in Public Procurement
- 8) Must fill and Submit **Anti-Fraudulent Practice Declaration Form**
- 9) Must fill and Submit **Anti-Corruption Declaration Form**
- 10) Bid security of 2% of bid amount from reputable bank or Insurance Company approved by PPRA
- 11) Dully filled, signed and stamped tender form
- 12) Dully filled, signed and stamped Business Questionnaire form
- 13) Copy of the National ID/Passport for the Directors as per CR12
- 14) All pages **MUST** be serialized, signed & paged 1, 2, 3.....
- 15) Documents should be submitted strictly on the IFMIS E-procurement module in PDF Format.(No use URL Google Drive)
- 16) Compulsory site visit on the **Tuesday 5 January 2021 9:00am** (Venue Kiambu Red-Nova Offices)at the bidders expense.

**At this stage, the tenderer's submission will either be responsive or non-responsive.**

**The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.**

## Technical Evaluation

This section (Technical Evaluation) will carry a total of 70% of the whole evaluation.

### TOTAL 100

The detailed scoring plan shall be as shown in table 1 below:-

Technical evaluation (capacity to deliver the service) criteria as detailed in the table below; Technical Evaluation

S/NO	REQUIREMENT	MARKS	BIDDER'S RESPONSE
1	Five (5) Year Hardware Manufacturer Warranty for the centralized LAN switches, UPS and routers	20	
2	Three (3) site references in Kenya where a similar solution has been deployed. Details must include but not limited to the following:- a) Names of the contact persons - 5 b) Physical location, Postal address, Telephone contacts and e-mail address of the organization - 5 c) Full descriptions of the environment and the nature of the support services provided Any other information deemed necessary from the source/customer - 5 <i>Copy of reference letter, completion certificate MUST be attached to the tender response.</i>	15	
3	Authorization from the Manufacturer (MAF) Hardware/Software. This must be from the manufacturer in the form of partnership level, agreement with details. <i>Copy of MAF letter/Partnership certificate MUST be attached to the tender response.</i>	10	
4	At least Three (3) certified personnel in CISCO/MCITP with current CV	15	
5	The bidder must provide a technical proposal - that includes: a) Proposed product/solution description ( <i>brochures/datasheet</i> )-10 b) Overall physical design and layout of the proposed infrastructure -15 c) Project plan ( <i>Specific activities, timelines and resources</i> )-15	40	
	TOTAL	100	

**NB: Bidders shall be required to obtain a minimum of Seventy (70) Marks at the**

**Technical Evaluation to proceed to next Financial Evaluation stage. Those who score below 70 marks will be eliminated at this stage from the entire evaluation process and will not be considered further.**

### **c) Financial Evaluation**

Verifying the financial and checking for arithmetical errors, omissions and price comparison among the qualified tenderers in accordance with the evaluation criteria. i).

**Financial Score (F.S.);** Formula for Determining the Financial Score:

The Lowest Financial Evaluated Bid amongst the bidders with score of 70 points and above is to be recommended for award subject to clause (c) (ii) below ii).

### **Due diligence**

The tender evaluation committee shall carry out due diligence on the bidder's attributes before making the final recommendation for award

### **d) Recommendation (s)**

The tenderer/bidder among the qualified (responsive as per evaluation) with the lowest evaluated tender price as submitted and read out during the tender opening would be recommended for award. In the event there is tie in the lowest evaluated tender price, then the tenderer whose technical score is higher would be recommended



## Appendix to instructions to 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	Particulars of eligible tenderers-
2.10	Particulars of other currencies allowed. <b><i>Prices shall be quoted in Kenya Shillings</i></b>
2.11	Particulars of eligibility and qualifications documents of evidence required
2.12	Particulars of tender security if applicable, a tender security of <b>2% of bid amount in the form of a Guarantee issued by a Bank or Insurance Company accepted by PPRA</b>
2.24	Particulars of post – qualification if applicable
2.30	Particulars of performance security if applicable <b>N/A</b>

## SECTION III GENERAL CONDITIONS OF CONTRACT

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## SECTION III: GENERAL CONDITIONS OF CONTRACT

### 3.1 Definitions

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 services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

### 3.2 Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other part of contract.

### 3.3 Standards

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

### 3.4 Patent Right's

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 services under the contract or any part thereof .

### 3.5 Performance Security

- 3.5.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.5.2 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.
- 3.5.3 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) Cash.
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.
- 3.5.4 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 of obligations under the contract, including any warranty obligations under the contract.

### 3.6 Inspections and Tests

- 3.6.1 The County Government of Kiambu or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The County Government of Kiambu shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). 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 County Government of Kiambu.

- 3.63 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 3.64 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### 3.7 Payment

3.7.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

### 3.8 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

### 3.9 Assignment

3.9.1 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.

### 3.10 Termination for Default

3.10.1 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 provide any or all of the services 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.

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, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

### 3.11 Termination of insolvency

3.11.1 The procuring entity may at the anytime 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 produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

### 3.12 Termination for convenience

3.12.1 The procuring entity by written notice 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 the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.12.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### 3.13 Resolution of disputes

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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.

### 3.14 Governing Language

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.

### 3.15 Force Majeure

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.

### Applicable Law.

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



### 3.17 Notices

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 E-mail and confirmed in writing to the other party's address specified in the SCC

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

## 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 Contract Documents

The following documents shall constitute the Contract documents

- a) Agreement,
- b) General Conditions of Contract and Special Conditions of contract
- c) Technical Specifications,
- d) Price Schedule
- e) Letter of Award and Acceptance,
- f) Contractors Tender Document

### 4.3 Employer's Representative's Decisions

4.3.1 Except where otherwise specifically stated, the Employer's Representative will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

### 4.4 Instructions

4.4.1 The Contractor shall carry out all instructions of the County Government of Kiambu's Representative which are in accordance with the Contract.

4.4.2 All verbal instructions to the Contractor shall as soon as possible after such instructions have been made be confirmed in writing by the officer in charge / Representative.

### 4.5 Management Meetings

Communication between parties shall be effective only when in writing.

### 4.6 Duration of Contract

4.6.1 The resulting contract/Agreement would run for a period specified in the contract

## 4.7 Termination

4.7.1 The County Government of Kiambu may without prejudice to any other remedy accruing to it terminate this Agreement in writing in whole or in part if:

### a) By Breach of Contract

The Contractor frequently fails to provide services of acceptable standards set by CGK in the performance of this Agreement and

ii). The Contractor fails to perform any other obligation under this Agreement.

## 4.8 Confidentiality

4.8.1 The Contractor, its Printing Officers, servants and agents shall not at any time during or after termination of this Agreement divulge or allow to be divulged to any person or third party any information relating to the business or affairs of CGK.

## 4.9 Assignment.

4.9.1 The Contractor shall not assign or sub-contract any of its rights or duties under his Agreement.

## 4.10 Sub Contract

4.10.1 The contract shall not be sub-contracted under this agreement.

## 4.11 Payment Terms

The contractor will promptly be paid upon receipt of certified invoices confirming that the services have been delivered in accordance with the contract.

## 4.15 Tender Prices

4.15.1 The contract price will be fixed during the term of contract and not subject to variation on any account.

## 4.16 Insurance

4.16.1 The Contractor shall insure its personnel engaged in the performance of this Agreement against injury sustained by them in the course of carrying out their duties in pursuance hereof and unless such injury shall be due to the act of negligence or default of CGK, its servants or agents. The Contractor will indemnify CGK against all actions, claims and demands in respect of such injury.

## 4.17 Liquidated Damages

4.17.1 If the contractor fails to provide any or all of the services within the period(s) specified in the contract, CGK shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to the contract sum of the undelivered services until actual delivery of those services are met. After this CGK may consider terminating the contract.

#### 4.18 Statutory Requirements

- 4.18.1 It is important that the Contractor fully understands the statutory duties of the CGK because it will be incumbent upon the Contractor to carry out the Service in accordance with those statutory requirements on behalf of the CGK. Any penalties prescribed by law and any consequential costs resulting from the Contractor failing to carry out those statutory duties shall be paid by the Contractor.

## SECTION V – SCHEDULE OF REQUIREMENTS

### Notes for preparing the schedule of requirements

The schedule of requirements for the services shall be included in the tender documents by the procuring entity and shall cover at the minimum a description of the goods and services to be supplied and the delivery schedule.

The objectives of schedule of requirements is to provide sufficient information to enable tenderer's to prepare their tenders efficiently and accurately, in particular, the price schedule, for which information is provided.

In addition, the schedule of requirements, together with the price schedule, should serve as a basis in the event of quantity variations at the time of award of contract pursuant to instructions to tenderers clause 26.

The date or period of delivery should be carefully specified, taking into account the date prescribed herein from which the procuring entity's delivery obligations start (notice of award). This part will include any deliverables under the service contract

Number	Description	Quantity	Delivery Time Start_____
			End_____

## SECTION VI DESCRIPTION OF SERVICES

### Notes for preparing technical specifications

A set of precise and clear description of the services required is a pre-requisite for tenderers to respond realistically and competitively to requirements of the procuring entity without qualifying their tenders, the specifications should require that all goods and services to be incorporated be new, and of the most recent improvements – in design and materials unless otherwise provided for in the contract.

Samples of specifications from previous similar procurement are useful in their respect.

Care must be taken in describing the services to ensure that they are not restrictive. In the description of services describing the services recognized national or international standards should be used as much as possible. Where other particular standards are used, the description should state the services that meet other authoritative standards and which ensure at least a substantially equal quality than other standards mentioned will also be acceptable.

This part will include any deliverables under the service contract.

## SECTION VI – DESCRIPTION OF SERVICES

### BILL OF QUANTITIES

ITEM	DESCRIPTION	UNIT	QTY	UNIT price	Total price
	<u>ALL PRICES TO BE IN KSHS QUOTE FOR THE SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF THE FOLLOWING ITEMS</u>				
1.0	<u>BASEMENT</u>				
(A)	<u>HORIZONTAL CABLING</u>				
1.1	Siemon Category 6A angled faceplate, SINGLE port white colour complete with fixing screws or approved	No	24		
1.2	Siemon Category 6A, 4pair stranded UTP 3 metre factory terminated patch cords or approved equivalent. Colour to be selected by client.	No	24		
1.3	Siemon Category 6A, 4pair stranded UTP 3 metre factory terminated patch cords. One side RJ 45 and the other RJ45 or approved equivalent	No	24		
1.4	Siemon Category 6A 4pair, 24 AWG, UTP, 10 ohm cable, must exceed ANSI/TIA/EIA-568-B1 requirement or approved equivalent	LM	2135		
1.6	Siemon 48 port category 6A UTP (19".0) patch panel ANSI/TIA/EIA-568A, colour black or approved equivalent	No	1		
1.7	Self-adhesive Labels for cable labelling(PACKETS OF 200 LABELS EACH	item	1		
(B)	<u>ACTIVE COMPONENTS AND CABINETS</u>				
1.8	22U metal cabinet with a perforated metal door complete 4No fans, power socket 8No, grounding kits and castors and as described in the particular specifications	No	1		
1.9	Cisco 48 port as edge switch 40 x 10/100/1000BASE-T PoE ports 4 x 10/100/1000BASE-T/SFP Combo ports 4 x SFP+ ports High-bandwidth physical stacking of up to 12 units for a total of 576 Gigabit ports Supports 802.3af and 802.3at PoE with a high- capacity 370 W PoE power budget L2/L3 static routing support, including Static Route and RIP v1/v2/ng Comprehensive security features including IMPB, AAA, L2/L3/L4 access control, QoS, and D-Link Safeguard Engine	No	1		
1.10	Supply, install and configure wall mounted wireless Access point Environment: Indoor or Outdoor (covered) Simultaneous Dual-Band 2.4GHz Radio Rate: 800Mbps 2.4 GHz MIMO(Multi-input, Multi-output): 4x4 5 GHz Radio Rate: 1733Mbps	No	1		
1.11	Siemon 1U(19".0) horizontal cable managers or approved equivalent.	No	2		
1.12	Heavy gauge mettalic trunking double compartment 50*100	Lm	90		
1.13	Double knock- out	No	24		

ITEM	DESCRIPTION	UNIT	QTY	Unit price	Total price
	<u>ALL PRICES TO BE IN KSHS QUOTE FOR THE SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF THE FOLLOWING ITEMS</u>				
1.0	<u>GROUND FLOOR</u>				
(A)	<u>HORIZONTAL CABLING</u>				
1.1	Siemon Category 6A angled faceplate, SINGLE port white colour complete with fixing screws or approved	No	83		
1.2	Siemon Category 6A, 4pair stranded UTP 3 metre factory terminated patch cords or approved equivalent. Colour to be selected by client.	No	83		
1.3	Siemon Category 6A, 4pair stranded UTP 3 metre factory terminated patch cords. One side RJ 45 and the other RJ45 or approved equivalent	No	83		
1.4	Siemon Category 6A 4pair, 24 AWG, UTP, 10 ohm cable, must exceed ANSI/TIA/EIA-568-B1 requirement or approved equivalent	LM	3050		
1.6	Siemon 48 port category 6A UTP (19".0) patch panel ANSI/TIA/EIA-568A, colour black or approved equivalent	No	1		
1.7	Self-adhesive Labels for cable labelling(PACKETS OF 200 LABELS EACH	item	1		
(B)	<u>ACTIVE COMPONENTS AND CABINETS</u>				
1.8	22U metal cabinet with a perforated metal door complete 4No fans, power socket 8No, grounding kits and castors and as described in the particular specifications	No	1		
1.9	Cisco 48 port as edge switch 40 x 10/100/1000BASE-T PoE ports 4 x 10/100/1000BASE-T/SFP Combo ports 4 x SFP+ ports High-bandwidth physical stacking of up to 12 units for a total of 576 Gigabit ports Supports 802.3af and 802.3at PoE with a high- capacity 370 W PoE power budget L2/L3 static routing support, including Static Route and RIP v1/v2/ng Comprehensive security features including IMPB, AAA, L2/L3/L4 access control, QoS, and D-Link Safeguard Engine	No	2		
1.10	Supply, install and configure wall mounted wireless Access point Environment: Indoor or Outdoor (covered) Simultaneous Dual-Band 2.4GHz Radio Rate: 800Mbps 2.4 GHz MIMO(Multi-input, Multi-output): 4x4 5 GHz Radio Rate: 1733Mbps 5 GHz MIMO: 4x4	No	2		
1.11	Siemon 1U(19".0) horizontal cable managers or approved equivalent.	No	2		
1.12	Heavy gauge mettalic trunking double compartment 50*100	Lm	240		
1.13	Double knock- outs	No	83		



ITEM	DESCRIPTION	UNIT	QTY	Unit price	Total price
	<u>ALL PRICES TO BE IN KSHS QUOTE FOR THE SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF THE FOLLOWING ITEMS</u>				
1.0	<u>FIRST FLOOR</u>				
(A)	<u>HORIZONTAL CABLING</u>				
1.1	Siemon Category 6A angled faceplate, SINGLE port white colour complete with fixing screws or approved	No	83		
1.2	Siemon Category 6A, 4pair stranded UTP 3 metre factory terminated patch cords or approved equivalent. Colour to be selected by client.	No	83		
1.3	Siemon Category 6A, 4pair stranded UTP 3 metre factory terminated patch cords. One side RJ 45 and the other RJ45 or approved equivalent	No	83		
1.4	Siemon Category 6A 4pair, 24 AWG, UTP, 10 ohm cable, must exceed ANSI/TIA/EIA-568-B1 requirement or approved equivalent	LM	3050		
1.6	Siemon 48 port category 6A UTP (19".0) patch panel ANSI/TIA/EIA-568A, colour black or approved equivalent	No	1		
1.7	Self-adhesive Labels for cable labelling(PACKETS OF 200 LABELS EACH	item	1		
(B)	<u>ACTIVE COMPONENTS AND CABINETS</u>				
1.8	22U metal cabinet with a perforated metal door complete 4No fans, power socket 8No, grounding kits and castors and as described in the particular specifications	No	1		
1.9	Cisco 48 port as edge switch 40 x 10/100/1000BASE-T PoE ports 4 x 10/100/1000BASE-T/SFP Combo ports 4 x SFP+ ports High-bandwidth physical stacking of up to 12 units for a total of 576 Gigabit ports Supports 802.3af and 802.3at PoE with a high- capacity 370 W PoE power budget L2/L3 static routing support, including Static Route and RIP v1/v2/ng Comprehensive security features including IMPB, AAA, L2/L3/L4 access control, QoS, and D-Link Safeguard Engine	No	3		
1.10	Supply, install and configure wall mounted wireless Access point Environment: Indoor or Outdoor (covered) Simultaneous Dual-Band 2.4GHz Radio Rate: 800Mbps 2.4 GHz MIMO(Multi-input, Multi-output): 4x4 5 GHz Radio Rate: 1733Mbps	No	2		
1.11	Siemon 1U(19".0) horizontal cable managers or approved equivalent.	No	2		
1.12	Heavy gauge mettalic trunking double compartment 50*100	Lm	240		
1.13	Double knock- outs	No	83		

ITEM	DESCRIPTION	UNIT	QTY	Unit price	Total price
	<u>ALL PRICES TO BE IN KSHS QUOTE FOR THE SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF THE FOLLOWING ITEMS</u>				
1.0	<u>SECOND FLOOR</u>				
(A)	<u>HORIZONTAL CABLING</u>				
1.1	Siemon Category 6A angled faceplate, SINGLE port white colour complete with fixing screws or approved	No	83		
1.2	Siemon Category 6A, 4pair stranded UTP 3 metre factory terminated patch cords or approved equivalent. Colour to be selected by client.	No	83		
1.3	Siemon Category 6A, 4pair stranded UTP 3 metre factory terminated patch cords. One side RJ 45 and the other RJ45 or approved equivalent	No	83		
1.4	Siemon Category 6A 4pair, 24 AWG, UTP, 10 ohm cable, must exceed ANSI/TIA/EIA-568-B1 requirement or approved equivalent	LM	3050		
1.6	Siemon 48 port category 6A UTP (19".0) patch panel ANSI/TIA/EIA-568A, colour black or approved equivalent	No	1		
1.7	Self-adhesive Labels for cable labelling(PACKETS OF 200 LABELS EACH	item	1		
(B)	<u>ACTIVE COMPONENTS AND CABINETS</u>				
1.8	22U metal cabinet with a perforated metal door complete 4No fans, power socket 8No, grounding kits and castors and as described in the particular specifications	No	1		
1.9	Cisco 48 port as edge switch 40 x 10/100/1000BASE-T PoE ports 4 x 10/100/1000BASE-T/SFP Combo ports 4 x SFP+ ports High-bandwidth physical stacking of up to 12 units for a total of 576 Gigabit ports Supports 802.3af and 802.3at PoE with a high- capacity 370 W PoE power budget L2/L3 static routing support, including Static Route and RIP v1/v2/ng Comprehensive security features including IMPB, AAA, L2/L3/L4 access control, QoS, and D-Link Safeguard Engine	No	2		
1.10	Supply, install and configure wall mounted wireless Access point Environment: Indoor or Outdoor (covered) Simultaneous Dual-Band 2.4GHz Radio Rate: 800Mbps 2.4 GHz MIMO(Multi-input, Multi-output): 4x4 5 GHz Radio Rate: 1733Mbps	No	2		
1.11	Siemon 1U(19".0) horizontal cable managers or approved equivalent.	No	2		
1.12	Heavy gauge mettalic trunking double compartment 50*100	Lm	240		
1.13	Double knock- outs	No	83		

ITEM	DESCRIPTION	UNIT	QTY	Unit price	Total price
	<u>ALL PRICES TO BE IN KSHS QUOTE FOR THE SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF THE FOLLOWING ITEMS</u>				
1.0	<u>THIRD FLOOR</u>				
(A)	<u>HORIZONTAL CABLING</u>				
1.1	Siemon Category 6A angled faceplate, SINGLE port white colour complete with fixing screws or approved	No	83		
1.2	Siemon Category 6A, 4pair stranded UTP 3 metre factory terminated patch cords or approved equivalent. Colour to be selected by client.	No	83		
1.3	Siemon Category 6A, 4pair stranded UTP 3 metre factory terminated patch cords. One side RJ 45 and the other RJ45 or approved equivalent	No	83		
1.4	Siemon Category 6A 4pair, 24 AWG, UTP, 10 ohm cable, must exceed ANSI/TIA/EIA-568-B1 requirement or approved equivalent	LM	3050		
1.6	Siemon 48 port category 6A UTP (19".0) patch panel ANSI/TIA/EIA-568A, colour black or approved equivalent	No	1		
1.7	Self-adhesive Labels for cable labelling(PACKETS OF 200 LABELS EACH	item	1		
(B)	<u>ACTIVE COMPONENTS AND CABINETS</u>				
1.8	22U metal cabinet with a perforated metal door complete 4No fans, power socket 8No, grounding kits and castors and as described in the particular specifications	No	1		
1.9	Cisco 48 port as edge switch 40 x 10/100/1000BASE-T PoE ports 4 x 10/100/1000BASE-T/SFP Combo ports 4 x SFP+ ports High-bandwidth physical stacking of up to 12 units for a total of 576 Gigabit ports Supports 802.3af and 802.3at PoE with a high- capacity 370 W PoE power budget L2/L3 static routing support, including Static Route and RIP v1/v2/ng Comprehensive security features including IMPB, AAA, L2/L3/L4 access control, QoS, and D-Link Safeguard Engine	No	2		
1.10	Supply, install and configure wall mounted wireless Access point Environment: Indoor or Outdoor (covered) Simultaneous Dual-Band 2.4GHz Radio Rate: 800Mbps 2.4 GHz MIMO(Multi-input, Multi-output): 4x4 5 GHz Radio Rate: 1733Mbps	No	2		
1.11	Siemon 1U(19".0) horizontal cable managers or approved equivalent.	No	2		
1.12	Heavy gauge mettalic trunking double compartment 50*100	Lm	240		
1.13	Double knock- outs	No	83		

ITEM	DESCRIPTION	UNIT	QTY	Unit price	Total
	<u>ALL PRICES TO BE IN KSHS QUOTE FOR THE SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF THE FOLLOWING ITEMS</u>				
1.0	<u>FOURTH FLOOR</u>				
(A)	<u>HORIZONTAL CABLING</u>				
1.1	Siemon Category 6A angled faceplate, SINGLE port white colour complete with fixing screws or approved	No	83		
1.2	Siemon Category 6A, 4pair stranded UTP 3 metre factory terminated patch cords or approved equivalent. Colour to be selected by client.	No	83		
1.3	Siemon Category 6A, 4pair stranded UTP 3 metre factory terminated patch cords. One side RJ 45 and the other RJ45 or approved equivalent	No	83		
1.4	Siemon Category 6A 4pair, 24 AWG, UTP, 10 ohm cable, must exceed ANSI/TIA/EIA-568-B1 requirement or approved equivalent	LM	3050		
1.6	Siemon 48 port category 6A UTP (19".0) patch panel ANSI/TIA/EIA-568A, colour black or approved equivalent	No	1		
1.7	Self-adhesive Labels for cable labelling(PACKETS OF 200 LABELS EACH	item	1		
(B)	<u>ACTIVE COMPONENTS AND CABINETS</u>				
1.8	22U metal cabinet with a perforated metal door complete 4No fans, power socket 8No, grounding kits and castors and as described in the particular specifications	No	1		
1.9	Cisco 48 port as edge switch 40 x 10/100/1000BASE-T PoE ports 4 x 10/100/1000BASE-T/SFP Combo ports 4 x SFP+ ports High-bandwidth physical stacking of up to 12 units for a total of 576 Gigabit ports Supports 802.3af and 802.3at PoE with a high- capacity 370 W PoE power budget L2/L3 static routing support, including Static Route and RIP v1/v2/ng Comprehensive security features including IMPB, AAA, L2/L3/L4 access control, QoS, and D-Link Safeguard Engine	No	2		
1.10	Supply, install and configure wall mounted wireless Access point Environment: Indoor or Outdoor (covered) Simultaneous Dual-Band 2.4GHz Radio Rate: 800Mbps 2.4 GHz MIMO(Multi-input, Multi-output): 4x4 5 GHz Radio Rate: 1733Mbps	No	2		
1.11	Siemon 1U(19".0) horizontal cable managers or approved equivalent.	No	2		
1.12	Heavy gauge mettalic trunking double compartment 50*100	Lm	240		
1.13	Double knock- outs	No	83		

ITEM	DESCRIPTION	QTY
	<u>ALL PRICES TO BE IN KSHS QUOTE FOR THE SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF THE FOLLOWING ITEMS</u>	
1.0	<u>NEW OFFICES ON PLANNING BLOCK</u>	
(A)	<u>HORIZONTAL CABLING</u>	
1.1	Siemon Category 6A angled faceplate, SINGLE port white colour complete with fixing screws or approved equivalent	104
1.2	Siemon Category 6A, 4pair stranded UTP 3 metre factory terminated patch cords or approved equivalent. Colour to be selected by client.	208
1.3	Siemon Category 6A, 4pair stranded UTP 1 metre factory terminated patch cords. One side RJ 45 and the other RJ45 or approved equivalent	104
1.4	Siemon Category 6A 4pair, 24 AWG, UTP, 10 ohm cable, must exceed ANSI/TIA/EIA-568-B1 requirement or approved equivalent	4575
1.6	Siemon 48 port category 6A UTP (19".0) patch panel ANSI/TIA/EIA-568A, colour black or approved equivalent	3
1.7	Self-adhesive Labels for cable labelling(PACKETS OF 200 LABELS EACH	1
(B)	<u>ACTIVE COMPONENTS AND CABINETS</u>	
1.8	22U metal cabinet with a perforated metal door complete 4No fans, power socket 8No, grounding kits and castors and as described in the particular specifications	1
1.9	Cisco 48 port as edge switch 40 x 10/100/1000BASE-T PoE ports 4 x 10/100/1000BASE-T/SFP Combo ports 4 x SFP+ ports High-bandwidth physical stacking of up to 12 units for a total of 576 Gigabit ports Supports 802.3af and 802.3at PoE with a high- capacity 370 W PoE power budget L2/L3 static routing support, including Static Route and RIP v1/v2/ng Comprehensive security features including IMPB, AAA, L2/L3/L4 access control, QoS, and D-Link Safeguard Engine IPv6-ready.	3
1.10	Supply, install and configure wall mounted wireless Access point Environment: Indoor or Outdoor (covered) Simultaneous Dual-Band 2.4GHz Radio Rate: 800Mbps 2.4 GHz MIMO(Multi-input, Multi-output): 4x4 5 GHz Radio Rate: 1733Mbps	5
1.11	Siemon 1U(19".0) horizontal cable managers or approved equivalent.	2
1.12	24000 BTU Airconditioner for server room. Installation and testing	1
1.13	2KVA Rackmount UPS	1
1.12	Heavy gauge mettalic trunking double compartment 50*100	360

1.13	Double knock- outs	104
	TOTAL FOR NEW OFFICES ON PLANNING BLOCK CARRIED FORWARD TO PRICE COLLECTION	

ITEM	DESCRIPTION	UNIT	QTY	Unit price	Total
	<u>QUOTE FOR THE SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF THE FOLLOWING ITEMS</u>				
5.0	<u>FIBER OPTIC INTERLINKS AND BACKBONE CORE SWITCH</u>				
5.1	Supply and install indoor 8 core single mode fiber cable between floors in the main building and between floor cabinets and new offices	LM	1650		
5.2	Supply and install fiber trays for each of the cabinets and accessories	No	6		
5.3	Any other items necessary to complete the structured cabling satisfactorily. (List and give quantities of the items)				
	a)..... b)..... c)..... d).....				

ITEM	DESCRIPTION	UNIT	QTY	Unit price	Total price
	Supply, install & program, test and commission the following				
1.	CCTV bullet/dome 4MP complete with mounting brackets and all other accessories	No	40		
2.	CCTV Camera Ptz 4MP complete with mounting brackets and all other accessories	No	2		
3.	40- Port CAT6 UTP patch- panel C/w all the necessary accessories.	No	2		
6.	CAT6 UTP Cable manager (Organizer) C/w all the necessary accessories.	No	2		
7.	Siemon CAT 6 Class E UTP Cable	Lm	1845		
8.	CAT 6 UTP Copper 1 M patch cords:	No	60		
9.	Network video recorder (NVR) 64 channel 8 bay SATA with 3year warranty complete with CCTV surveillance recording and management software and all other accessories and as Specified in the technical specifications.	No	1		
10.	Surveillance Hard Drives 6TB	No	8		
13.	LED Display Unit 49''	No	4		
14.	HDMI Cables (10 Meters)	No	10		
15.	Metal Trunking -2X1	No	40		
16.	ACCESS CONTROL SYSTEMS for Entry and Exit	No	20		
17.	CCTV VIDEO MANAGEMENT SYSTEM	No	1		
18.	Local Comprehensive Training of client representatives on the installed equipment, its installation, operation and routine maintenance		Lot		
19.	Biometric Access Control system	No	5		
20.	Electric Access Control System	No	2		
	TOTAL PRICE				
	16% VAT				
	GRAND TOTAL				

[The text of Description of Services to be inserted in this part by the procuring entity as applicable]

## SECTION VII- STANDARD FORMS

### Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorisation form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.



## **SECTION VI - STANDARD FORMS**

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. Declaration form

# FORM OF TENDER

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

[Name and address of procuring  
entity] Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[insert numbers]*, the of which is hereby duly acknowledged, wed, the undersigned, offer to provide. *[description of services]* 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 \_\_\_\_\_

## **PRICE SCHEDULE OF SERVICES**

The service provider should indicate the cost that is necessary to meet the requirements of CGK. The price quotation shall include all applicable taxes for purposes of the price schedule and shall adhere to itemized Description below upon contract execution.

Minimum technical details of network equipment's and network media for voice and data for Red nova offices)

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

## 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 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 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 tenderer hereby covenants with the Procuring entity to provide the materials and spares 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 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 the Procuring entity) Signed, sealed, delivered by\_\_\_the\_\_\_\_\_(for the tenderer)in the presence of\_\_\_\_\_.

# CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 General
Business Name .....
Location of Business Premises .....
Plot No, .....Street/Road .....
Postal address .....Tel No. ....Fax Email .....
Nature of Business .....
Registration Certificate No. ....
Maximum value of business which you can handle at any one time – Kshs. ....

Name of your bankers .....

Branch .....

Part 2 (a) – Sole Proprietor

Your name in full.....Age.....

Nationality.....Country of Origin.....

Citizenship details

.....

Part 2 (b) – Partnership

Given details of partners as follows

Name	Nationality	Citizenship details	Shares
1. ....			
2. ....			
3. ....			
4. ....			

Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of  
company Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

Name	Nationality	Citizenship details	Shares
1. ....			
2. ....			
3. ....			
4. ....			

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

## TENDER SECURITY FORM

Whereas.....[name of the tenderer]  
(hereinafter called “the tenderer”)has submitted its tender dated... ..... [date of  
submission of tender ] for the provision of .....  
[name and/or description of the services]

(hereinafter called “the Tenderer”).....

KNOW ALL PEOPLE by these presents that WE.....

Of..... having registered office at

[name of procuring entity](herein after called “the Bank”)are bound unto.....

[name of procuring entity](herein after 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 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)*

# PERFORMANCE SECURITY FORM

To: .....

[name of the 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 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]*

*(Amend accordingly if provided by Insurance Company)*



## BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[name of tender].....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,.....

[name and address of tenderer][hereinafter called "the tenderer"] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount

of .....

*[amount of guarantee in figures and words].*

We, the .....

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

*[amount of guarantee in figures and words].*

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification. This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

---

*[name of bank or financial institution]*

---

*[address]*

---

*[date]*

# 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)* \_\_\_\_\_

\_\_\_\_\_

**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.
- 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**

