

REPUBLIC OF KENYA



COUNTY GOVERNMENT OF NYAMIRA

OPEN NATIONAL TENDER

(Two Year Framework Contract Renewable Annually Upon Satisfactory Performance)

TENDER DOCUMENT

FOR

**TWO YEAR FRAMEWORK CONTRACT FOR SUPPLY
AND DELIVERY OF COMPUTERS, LAPTOPS AND IPADS
(RESERVED FOR YOUTH AND WOMEN)**

TENDER NO. CGN /T017/ 2019 – 2021

COUNTY GOVERNMENT OF NYAMIRA

Email: tenders@nyamira.go.ke

www.nyamira.go.ke

P.O BOX 434 – 40500, NYAMIRA

TENDER CLOSING DATE:

Wednesday 31st July, 2019

TENDER CLOSING TIME:

10:00 A.M LOCAL TIME

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SECTION I
REPUBLIC OF KENYA

INVITATION TO TENDER



COUNTY GOVERNMENT OF NYAMIRA

TENDER NOTICE

INVITATION TO TENDER AND REGISTRATION OF CONTRACTORS & SUPPLIERS OF GOODS, WORKS & SERVICES FOR FY 2019-2021

The County Government of Nyamira invites sealed tenders from eligible bidders for the Supply and Delivery/ Provision of Goods, Works and services to various Government Departments and Public Institutions within the County for the Financial Years 2019-2021.

TENDERS

Two Year Framework Contracts Renewable Annually Upon Satisfactory Performance

TENDER REF. NO	ITEM DESCRIPTION	ELIGIBILITY
CGN/T001/2019 - 2021	Supply & Delivery of Medical Drugs	Open
CGN/T002/2019 - 2021	Supply & Delivery of Non-Pharmaceutical and Dressing Materials	Open
CGN/T003/2019 - 2021	Supply & Delivery of Laboratory Reagents and Glassware	Open
CGN/T004/2019 - 2021	Supply and Delivery of Dental Items (Consumables)	Open
CGN/T005/2019 - 2021	Supply & Delivery of X-Ray films and Ultrasound	Open
CGN/T006/2019 - 2021	Supply & Delivery of Wood Fuel and Cooking Gas	Open
CGN/T007/2019 - 2021	Supply & Delivery of Foodstuff and Soft Drinks	Open
CGN/T008/2019 - 2021	Supply & Delivery of Office Stationery	Open
CGN/T009/2019 - 2021	Supply & Delivery of Petroleum, Oils and Lubricants	Open
CGN/T010/2019 - 2021	Supply & Delivery of Cleaning Materials, detergents and Chemicals	Open
CGN/T011/2019 - 2021	Provision of Air Ticketing Services (IATA registered Firm only)	Open
CGN/T012/2019 - 2021	Supply and delivery of Newspapers, Magazines and Periodicals	Open
CGN/T013/2019 - 2021	Provision of Catering and Accommodation Services	Open
CGN/T014/2019 - 2021	Supply and Delivery of Tyres , Tubes and Automotive Batteries	Open
CGN/T015/2019 - 2021	Supply, Delivery and Maintenance of Photocopiers and Printers	Open
CGN/T016/2019 - 2021	Supply & Delivery of Various Toners and Cartridges	Open
CGN/T017/2019 - 2021	Supply & Delivery of Computers (Desktops, Laptops and IPADS)	Open
CGN/T018/2019 - 2021	Provision of Legal Services	Open
CGN/T019/2019 - 2021	Repair and Servicing of Motor Vehicles, Plants and Equipment	Open
REGISTRATION CATEGORIES		
CATEGORY 20	Supply & Delivery of Electrical Items, Fittings and Accessories	
CATEGORY 21	Supply and Delivery of Medical Records	
CATEGORY 22	Supply & Delivery of Dairy animals, Poultry Birds and animal feeding feed Materials	
CATEGORY 23	Supply & Delivery of Furniture	
CATEGORY 24	Supply & Delivery of Medical Tools and Equipment	
CATEGORY 25	Supply & Delivery of Motor vehicles and Motor Grader Spare parts	
CATEGORY 26	Supply & Delivery of Office Equipment, Furnishings (Curtains, Carpets, shears & blinder fittings)	
CATEGORY 27	Supply & Delivery of Kitchen Appliances	
CATEGORY 28	Supply & Delivery of Household and Sanitary Items	
CATEGORY 29	Supply & Delivery of Sporting Equipment, Protective Clothing and Uniforms	
CATEGORY 30	Supply & Delivery of Farm Inputs, Herbicides, Insecticides & Pesticides, Chemicals, Veterinary Drugs & Animal Sprays and Spraying Equipment	

CATEGORY 31	Supply & Delivery of Fingerlings, Fish-Feeds and Fish-Pond Materials
CATEGORY 32	Supply & Delivery of Tree Seedlings
CATEGORY 33	Supply & Delivery of Fresh Cut Flowers and Maintenance of Indoor Potted Plants
CATEGORY 35	Excavation, Supply and Delivery of Murrum
CATEGORY 36	Supply & Delivery of Building Materials (Stones, Ballast, Sand, Hard-core, Hardware items etc)
CATEGORY 37	Supply & Delivery of Power Generators and Inverters
CATEGORY 38	Supply and delivery of Computer Accessories
CATEGORY 39	Provision of Car Tracking Services
CATEGORY 40	Provision of Courier Services
CATEGORY 41	Provision of Servicing, Repair and Maintenance of Medical Equipment
CATEGORY 42	Maintenance of Sewerage Systems and Cleaning of Lagoons
CATEGORY 43	Provision of Printing and Publishing Services
CATEGORY 44	Provision of Security Printing Services (e.g accountable documents)
CATEGORY 45	Provision of Software Solutions and Licensing
CATEGORY 46	Repairs and Maintenance of Office Equipment & Furniture
CATEGORY 47	Supply & Delivery of GI, UPVC, PE Pipes/Fittings
CATEGORY 48	Provision of Fumigation and Pest Control Services
CATEGORY 49	Printing of T-shirts, Caps and banners
CATEGORY 50	Provision of Cleaning Services (including Curtains, Carpets, etc)
CATEGORY 51	Provision of Exhaustion Services (for Septic, Tanks and Pit Latrines)
CATEGORY 52	Supply & Delivery of Timber and allied Materials
CATEGORY 53	Provision of Construction of Roads
CATEGORY 54	Provision of Construction Services for Surface Waters
CATEGORY 55	Provision of Construction and Renovation/Refurbishment/Redecoration Works of Building/Houses
CATEGORY 56	Provision of Construction Works of Footbridges and River Banks Protection
CATEGORY 57	Provision of Electrical Services
CATEGORY 58	Provision of Mechanical and Plumbing Works
CATEGORY 59	Provision of Events management Services
CATEGORY 60	Provision of Taxi/Car , Bus , Truck and Earth Moving equipment Hire Services
CATEGORY 61	Borehole drilling
CATEGORY 62	Provision of ICT Consultancy/ Internet Service (LAN & WAN)
CATEGORY 63	Provision of Various Consultancy Services
CATEGORY 64	Supply & Delivery of Fire Proof Cabinets and Shredders
CATEGORY 65	Supply and Delivery of Plastic water Tanks
CATEGORY 66	Provision of Valuation Services
CATEGORY 67	Provision of Land Surveying
CATEGORY 68	Provision of landscaping and Beautification Services
CATEGORY 69	Provision of Environmental Impact Assessment and Audit Services
CATEGORY 70	Repair and Maintenance of Telephone PABX and Telecommunication Equipment
CATEGORY 71	Provision of Publicity, Photography and Video Services
CATEGORY 72	Provision of Promotional & Advertising Materials, Corporate Branding & Signage Services
CATEGORY 73	Provision of Research, Opinion and baseline surveys
CATEGORY 74	Supply & Delivery of Disaster Management Equipment and Materials
CATEGORY 75	Provision of Sanitary disposal services
CATEGORY 76	Hire of trucks, bulldozers and shovel for Garbage Collection
CATEGORY 77	Provision of Training Consultancy services

CATEGORY 78	Supply and Delivery of Fresh Flowers
CATEGORY 79	Supply and Delivery Medical Oxygen, nitrous oxide, industrial gas & chemicals

Completed set of detailed tender documents can be downloaded freely from the county government of Nyamira website: www.nyamira.go.ke and Public Procurement Information Portal: www.tenders.go.ke

Completed tender documents in plain sealed envelopes bearing the Tender number on the top right hand Corner but with no indication of the Tenderer's name should be placed in the Tender Box in the ground Floor of the main entrance to Nyamira County Government Offices or sent by post to:-

**THE COUNTY SECRETARY
COUNTY GOVERNMENT OF NYAMIRA
P.O BOX 434-40500
NYAMIRA**

So as to reach not later than **Wednesday 31st July, 2019 at 10:00 a.m East African time.** Tenders will be Opened immediately thereafter in the Governor's Boardroom. Tenderers or their representatives who May wish to witness the tender openings are invited to attend.

All Contractors and Suppliers in our database are notified that the 2017 – 2019 supplier and contractors lists expired on 30th June 2019.

All Submitted documents by interested bidders must be consistently paginated.

**CHIEF OFFICER FINANCE AND PLANNING
COUNTY GOVERNMENT OF NYAMIRA**

SECTION II:**INSTRUCTIONS TO TENDERERS**

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**SECTION II -
2.1**

INSTRUCTIONS TO TENDERERS

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 County Government of Nyamira employees and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the County Government of Nyamira to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2

Eligible Goods

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

2.3

Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the COUNTY GOVERNMENT OF NYAMIRA, 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.1,000/=.

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) Contract Form
- (ix) Performance Security Form
- (x) Bank Guarantee for Advance Payment Form
- (xi) Manufacturer's Authorization Form
- (xii) 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 COUNTY GOVERNMENT OF NYAMIRA's 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 COUNTY GOVERNMENT OF NYAMIRA, 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 COUNTY GOVERNMENT OF NYAMIRA, 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 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2.1 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

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 COUNTY GOVERNMENT OF NYAMIRA.
- 2.10.3 Prices quoted by the tender 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 120 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 COUNTY GOVERNMENT OF NYAMIRA'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 COUNTY GOVERNMENT OF NYAMIRA'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; and
- (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 details 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 COUNTY GOVERNMENT OF NYAMIRA; and
 - (c) a clause-by-clause commentary on the COUNTY GOVERNMENT OF NYAMIRA'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.

2.15

Validity of Tenders

2.15.1 Tenders shall remain valid for **120 days** or as specified in the Invitation to Tender after the date of tender opening prescribed by the COUNTY GOVERNMENT OF NYAMIRA, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the COUNTY GOVERNMENT OF NYAMIRA as non-responsive.

2.15.2 In exceptional circumstances, the COUNTY GOVERNMENT OF NYAMIRA 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 bidder 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 COUNTY GOVERNMENT OF NYAMIRA 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 DATE AND TIME INDICATED UNDER INVITATION TO TENDER**”

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 COUNTY GOVERNMENT OF NYAMIRA will assume no responsibility for the tender’s misplacement or premature opening.

Deadline for Submission of Tenders

2.18

2.18.1 Tenders must be received by the COUNTY GOVERNMENT OF NYAMIRA at the address specified under paragraph 2.17.2 no later than **DATE AND TIME INDICATED UNDER INVITATION TO TENDER**

2.18.2 The COUNTY GOVERNMENT OF NYAMIRA 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 COUNTY GOVERNMENT OF NYAMIRA 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 COUNTY GOVERNMENT

OF NYAMIRA 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 COUNTY GOVERNMENT OF NYAMIRA 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 COUNTY GOVERNMENT OF NYAMIRA 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 COUNTY GOVERNMENT OF NYAMIRA will open all tenders in the presence of tenderers' representatives who choose to attend, at **DATE AND TIME AND LOCATION INDICATED UNDER INVITATION TO TENDE**
The tenderers' representatives who are presence 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 COUNTY GOVERNMENT OF NYAMIRA, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.3 The COUNTY GOVERNMENT OF NYAMIRA 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 COUNTY GOVERNMENT OF NYAMIRA 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 COUNTY GOVERNMENT OF NYAMIRA in the COUNTY GOVERNMENT OF NYAMIRA'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 COUNTY GOVERNMENT OF NYAMIRA 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 COUNTY GOVERNMENT OF NYAMIRA 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.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the COUNTY GOVERNMENT OF NYAMIRA 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 COUNTY GOVERNMENT OF NYAMIRA'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 COUNTY GOVERNMENT OF NYAMIRA 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 COUNTY GOVERNMENT OF NYAMIRA 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 COUNTY GOVERNMENT OF NYAMIRA 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 County Government of Nyamira does not allow any margin of preference.

2.26 Contacting the County Government of Nyamira

- 2.26.1 Subject to paragraph 2.21 no tenderer shall contact the COUNTY GOVERNMENT OF NYAMIRA 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 COUNTY GOVERNMENT OF NYAMIRA 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 COUNTY GOVERNMENT OF NYAMIRA 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 COUNTY GOVERNMENT OF NYAMIRA 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 COUNTY GOVERNMENT OF NYAMIRA 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 COUNTY GOVERNMENT OF NYAMIRA 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(s), provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) COUNTY GOVERNMENT OF NYAMIRA's Right to Vary Quantities

2.27.5 The COUNTY GOVERNMENT OF NYAMIRA 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) COUNTY GOVERNMENT OF NYAMIRA's Right to Accept or Reject Any or All Tenders

2.27.6 The COUNTY GOVERNMENT OF NYAMIRA 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 COUNTY GOVERNMENT OF NYAMIRA's action.

2.28

Notification of Award

2.28.1 Prior to the expiration of the period of tender validity, the COUNTY GOVERNMENT OF NYAMIRA 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 COUNTY GOVERNMENT OF NYAMIRA 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 COUNTY GOVERNMENT OF NYAMIRA notifies the successful tenderer that its tender has been accepted, the COUNTY GOVERNMENT OF NYAMIRA 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 COUNTY GOVERNMENT OF NYAMIRA.

2.30 Performance Security

- 2.30.1 Within Thirty (30) days of the receipt of notification of award from the COUNTY GOVERNMENT OF NYAMIRA, 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 COUNTY GOVERNMENT OF NYAMIRA.
- 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 COUNTY GOVERNMENT OF NYAMIRA 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 COUNTY GOVERNMENT OF NYAMIRA requires that tenderers' observe the highest standard of ethics during the procurement process and execution of

contracts when used in the present regulations, the following terms are defined as follows;

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the County Government of Nyamira, 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 County Government of Nyamira of the benefits of free and open competition;

2.31.2 The County Government of Nyamira 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	Particulars of eligible tenderers: Firms supplying and delivering computers and laptops in kenya																								
2.2.2	Price to be charged for tender documents. Free of Charge for those who download the document from the County Government of Nyamira website www.nyamira.go.ke																								
2.10	Particulars of other currencies allowed. None																								
2.11	Particulars of eligibility and qualifications documents of evidence required. Please see Mandatory requirements on 2.22 below																								
2.12.1	Particulars of tender security if applicable. Not Applicable																								
2.12.4	Form of Tender Security: Not Applicable																								
2.13	Validity of Tenders 120 days after date of Tender Opening.																								
2.14.1	Copies of Tender Documents to be Submitted: An original and one (1) copy																								
2.16.1	Address of Receiving Tenders: Completed Tender Documents should be deposited in the tender box provided at The County Government of Nyamira's Offices, 1st floor, County Government of Nyamira Headquarters or be addressed to: County Secretary, County Government of Nyamira, P. O. Box 434- - 40500, NYAMIRA																								
2.16.3	Bulky tenders which will not fit in the tender box shall be delivered to the Procurement Unit.																								
2.22	<p>Evaluation and comparison of Tenders: The following evaluation criteria shall be applied not withstanding any other requirement in the tender documents.</p> <p>STAGE ONE: MANDATORY REQUIREMENTS (MR)</p> <p>THE FOLLOWING REQUIREMENTS MUST BE MET IN TOTALITY BY THE TENDERER:-</p> <table border="1" data-bbox="400 1507 1485 2054"> <thead> <tr> <th data-bbox="400 1507 507 1576">NO.</th> <th data-bbox="507 1507 1275 1576">REQUIREMENTS</th> <th data-bbox="1275 1507 1485 1576">RESPONSIVE OR NOT RESPONSIVE</th> </tr> </thead> <tbody> <tr> <td data-bbox="400 1576 507 1646">MR1</td> <td data-bbox="507 1576 1275 1646">MUST SUBMIT A COPY OF CERTIFICATE OF INCORPORATION/Registration</td> <td data-bbox="1275 1576 1485 1646"></td> </tr> <tr> <td data-bbox="400 1646 507 1693">MR2</td> <td data-bbox="507 1646 1275 1693">SUBMIT VALID BUSINESS PERMIT FROM ANY COUNTY GOVERNMENT IN KENYA.</td> <td data-bbox="1275 1646 1485 1693"></td> </tr> <tr> <td data-bbox="400 1693 507 1740">MR3</td> <td data-bbox="507 1693 1275 1740">SUBMIT A COPY OF VALID TAX COMPLIANCE CERTIFICATE.</td> <td data-bbox="1275 1693 1485 1740"></td> </tr> <tr> <td data-bbox="400 1740 507 1787">MR4</td> <td data-bbox="507 1740 1275 1787">MUST FILL THE FORM OF TENDER, SIGN, DATE & STAMP IT ACCORDINGLY.</td> <td data-bbox="1275 1740 1485 1787"></td> </tr> <tr> <td data-bbox="400 1787 507 1868">MR5</td> <td data-bbox="507 1787 1275 1868">MUST SUBMIT A DULLY FILLED UP CONFIDENTIAL BUSINESS QUESTIONNAIRE IN FORMAT PROVIDED</td> <td data-bbox="1275 1787 1485 1868"></td> </tr> <tr> <td data-bbox="400 1868 507 1964">MR6</td> <td data-bbox="507 1868 1275 1964">MUST SUBMIT CR12 AND IDENTITY CARDS (IDS) COPY OR PASSPORT FOR EVERY DIRECTOR APPEARING ON CR12 NOT APPLICABLE FOR SOLE PROPRIATORS/BUSINESS NAMES.</td> <td data-bbox="1275 1868 1485 1964"></td> </tr> <tr> <td data-bbox="400 1964 507 2054">MR7</td> <td data-bbox="507 1964 1275 2054">FURNISH A DULY SIGNED, DATED AND STAMPED DECLARATION IN FORMAT PROVIDED THAT AS THE BIDDER, YOU HAVE NOT BEEN DEBARRED FROM PARTICIPATING IN PROCUREMENT PROCEEDINGS</td> <td data-bbox="1275 1964 1485 2054"></td> </tr> </tbody> </table>	NO.	REQUIREMENTS	RESPONSIVE OR NOT RESPONSIVE	MR1	MUST SUBMIT A COPY OF CERTIFICATE OF INCORPORATION/Registration		MR2	SUBMIT VALID BUSINESS PERMIT FROM ANY COUNTY GOVERNMENT IN KENYA.		MR3	SUBMIT A COPY OF VALID TAX COMPLIANCE CERTIFICATE.		MR4	MUST FILL THE FORM OF TENDER, SIGN, DATE & STAMP IT ACCORDINGLY.		MR5	MUST SUBMIT A DULLY FILLED UP CONFIDENTIAL BUSINESS QUESTIONNAIRE IN FORMAT PROVIDED		MR6	MUST SUBMIT CR12 AND IDENTITY CARDS (IDS) COPY OR PASSPORT FOR EVERY DIRECTOR APPEARING ON CR12 NOT APPLICABLE FOR SOLE PROPRIATORS/BUSINESS NAMES.		MR7	FURNISH A DULY SIGNED, DATED AND STAMPED DECLARATION IN FORMAT PROVIDED THAT AS THE BIDDER, YOU HAVE NOT BEEN DEBARRED FROM PARTICIPATING IN PROCUREMENT PROCEEDINGS	
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	MR8	FURNISH A DULY SIGNED, DATED AND STAMPED DECLARATION IN FORMAT PROVIDED THAT AS THE BIDDER, YOU HAVE NOT BEEN CONVICTED OF CORRUPT OR FRAUDULENT PRACTICES; AND THAT YOU ARE NOT GUILTY OF ANY SERIOUS VIOLATION OF FAIR EMPLOYMENT LAWS AND PRACTICES.																																
	MR.9	FILL THE (IFMIS) FORM ATTACHED ON THE LAST PAGE BY PROVING THE RELEVANT INFORMATION REQUIRED ON EACH ROW																																
	<p>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.</p>																																	
	<p><u>STAGE 2: TECHNICAL EVALUATION</u> This section (Technical Evaluation) will carry a total of 100% of the whole evaluation and will be divided into two as below:-</p> <table border="1" data-bbox="400 824 1437 1675"> <thead> <tr> <th>No.</th> <th>Evaluation Attribute</th> <th>Weighting Score</th> <th>Max. Score (%)</th> <th>Tender’s Response</th> </tr> </thead> <tbody> <tr> <td>T.S.1</td> <td>Number of years in the business of supplying and delivering of Computers, laptops and ipads</td> <td> <ul style="list-style-type: none"> 5 years and above – 15% Others prorated at: $\frac{\text{Number of Years} \times 40\%}{5}$ </td> <td>15%</td> <td></td> </tr> <tr> <td>T.S. 2</td> <td>Provide a list of clients and give references to which successful supply and delivery of computers, laptops and ipads were made</td> <td> <ul style="list-style-type: none"> 5 or more Clients with references letters from the clients – 40% Others prorated at: $\frac{\text{Number of Clients}' \times 40\%}{10}$ </td> <td>40%</td> <td></td> </tr> <tr> <td>T.S. 3</td> <td>Financial Strength Provide audited accounts for the last three years(3 yrs)</td> <td> <ul style="list-style-type: none"> Three years audited accounts - 15% Two years audited accounts – 10% One year audited accounts – 5% </td> <td>15%</td> <td></td> </tr> <tr> <td>T.S. 4</td> <td>List of personnel in employment proposed to be dedicated for the required Supply:</td> <td> <ul style="list-style-type: none"> One management personnel 2 Supportive staff (5% each) (Provide list of employees indicating their employment status i.e permanent or others) </td> <td>10% 10%</td> <td></td> </tr> <tr> <td>T.S. 5</td> <td>Physical Facilities Provide details of physical address and contacts – attach evidence</td> <td>Details of physical address and contacts with copy of title or lease document with latest utility bill 10%</td> <td>10%</td> <td></td> </tr> </tbody> </table> <p>Only bidders who score 50% and above will be subjected to financial evaluation. Those who score below 50% will be eliminated at this stage from the entire evaluation process and will not be considered further.</p> <p><u>STAGE THREE: FINANCIAL EVALUATION</u> Bidders scoring 50% and above in technical evaluation (stage 2) will be subjected to financial evaluation. The financial evaluation will be on item by item basis and the lowest bidder will be recommended for award.</p>				No.	Evaluation Attribute	Weighting Score	Max. Score (%)	Tender’s Response	T.S.1	Number of years in the business of supplying and delivering of Computers, laptops and ipads	<ul style="list-style-type: none"> 5 years and above – 15% Others prorated at: $\frac{\text{Number of Years} \times 40\%}{5}$ 	15%		T.S. 2	Provide a list of clients and give references to which successful supply and delivery of computers, laptops and ipads were made	<ul style="list-style-type: none"> 5 or more Clients with references letters from the clients – 40% Others prorated at: $\frac{\text{Number of Clients}' \times 40\%}{10}$ 	40%		T.S. 3	Financial Strength Provide audited accounts for the last three years(3 yrs)	<ul style="list-style-type: none"> Three years audited accounts - 15% Two years audited accounts – 10% One year audited accounts – 5% 	15%		T.S. 4	List of personnel in employment proposed to be dedicated for the required Supply:	<ul style="list-style-type: none"> One management personnel 2 Supportive staff (5% each) (Provide list of employees indicating their employment status i.e permanent or others) 	10% 10%		T.S. 5	Physical Facilities Provide details of physical address and contacts – attach evidence	Details of physical address and contacts with copy of title or lease document with latest utility bill 10%	10%	
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2.24	Particulars of post – qualification if applicable. The County Government of Nyamira may inspect the premises and confirm details																																	

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.24.4	Award Criteria: <i>The firms with the lowest quoted service charge will be awarded the Framework contract. The County Government of Nyamira may negotiate with the lowest bidders to improve on their service charges and terms of service prior to contract award.</i>
2.27	Particulars of performance security if applicable. None
Other's as necessary	Complete as necessary. None

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 tendered, 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 tendered 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 tendered is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means County Government of Nyamira, the organization purchasing the Goods under this Contract.
- (e) “The Tendered’ 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 COUNTY GOVERNMENT OF NYAMIRA 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 tendered.

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 tendered shall not, without the COUNTY GOVERNMENT OF NYAMIRA’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 COUNTY GOVERNMENT OF NYAMIRA in connection therewith, to any person other than a person employed by the tendered in the performance of the Contract.

- 3.5.2 The tendered shall not, without the COUNTY GOVERNMENT OF NYAMIRA'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 COUNTY GOVERNMENT OF NYAMIRA on completion of the Renderer's performance under the Contract if so required by the COUNTY GOVERNMENT OF NYAMIRA.

3.6 Patent Rights

The tendered 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 COUNTY GOVERNMENT OF NYAMIRA's country.

3.7 Performance Security

- 3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tendered 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 COUNTY GOVERNMENT OF NYAMIRA as compensation for any loss resulting from the Renderer'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 COUNTY GOVERNMENT OF NYAMIRA 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 COUNTY GOVERNMENT OF NYAMIRA, in the form provided in the tender documents.
- 3.7.4 The performance security will be discharged by the COUNTY GOVERNMENT OF NYAMIRA and returned to the Candidate not later than thirty (30) days following the date of completion of the Renderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

3.8 Inspection and Tests

- 3.8.1 The COUNTY GOVERNMENT OF NYAMIRA or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The COUNTY GOVERNMENT OF NYAMIRA shall notify the tendered 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 tendered or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tendered 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 NYAMIRA.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tendered shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to the COUNTY GOVERNMENT OF NYAMIRA.
- 3.8.4 The COUNTY GOVERNMENT OF NYAMIRA'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 tendered from any warranty or other obligations under this Contract.

3.9 Packing

- 3.9.1 The tendered 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 tendered 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 tendered under this Contract shall be specified in Special Conditions of Contract.
- 3.12.2 Payments shall be made promptly by the COUNTY GOVERNMENT OF NYAMIRA as specified in the contract.

3.13 Prices

- 3.13.1 Prices charged by the tendered 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 tendered 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 tendered shall not assign, in whole or in part, its obligations to perform under this Contract, except with the COUNTY GOVERNMENT OF NYAMIRA's prior written consent.

3.15 Subcontracts

- 3.15.1 The tendered 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 tendered from any liability or obligation under the Contract.

3.16 Termination for Default

- 3.16.1 The COUNTY GOVERNMENT OF NYAMIRA may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tendered, terminate this Contract in whole or in part:
- (a) if the tendered fails to deliver any or all of the goods within the periods) specified in the Contract, or within any

extension thereof granted by the COUNTY GOVERNMENT OF NYAMIRA;

- (b) if the tendered fails to perform any other obligation(s) under the Contract;
- (c) If the tendered, in the judgment of the COUNTY GOVERNMENT OF NYAMIRA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.16.2 In the event the COUNTY GOVERNMENT OF NYAMIRA 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 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 COUNTY GOVERNMENT OF NYAMIRA and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

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

3.20 Force Majeure

3.20.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that it's delay in performance or other failure to

perform its obligations under the Contract is the result of an event of Force Majeure.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
4.7.1	No performance guarantee required
4.9	Packaging 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. All packages must be cleared labeled with description of contents and quantities.
4.10	Delivery All items to be supplied under this contract should be delivered to the Procurement Office Stores located on County Government of Nyamira Headquarters Ground Floor.
4.12	Payment Terms The County Government of Nyamira (COUNTY GOVERNMENT OF NYAMIRA) payment terms are that payment shall be made within thirty (30) days from the date of delivery and signing of receipt. However, COUNTY GOVERNMENT OF NYAMIRA may negotiate mutually acceptable payment terms with the successful tenderer.
4.13	Prices 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.
4.17	Liquidated Damages If the delivery date is extended (except by mutual consent) a penalty amounting to 0.5% of the total cost will be charged per day up to a maximum of thirty (30) days. No deliveries shall be accepted after the thirtieth working day in which case the LPO will automatically lapse and be deemed to have been cancelled at the close of business on the twentieth day. The Authority shall then be at liberty to realize the performance bond. In this clause, “days” means working days.
4.18.1	Resolutions of Disputes

Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. *The place of arbitration shall be Nairobi.* The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Contract, the arbitral tribunal shall have no authority to award interest. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

- 4.19 The language of all correspondence and documents related to the bid is: **English**. Unless explicitly specified in the Technical Requirements section, the key passages of all accompanying printed literature in any other language must be translated into the above language.

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

5.1.1 The specifications describe the requirements for goods.

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

- (i) Shortest possible delivery period of each product/service

5.2 Particulars

NYAMIRA COUNTY GOVERNMENT is intending to procure a Framework Contract for Supply and Delivery of Desktop Computers, Laptops, iPads, Document Scanners, Projectors, and Computer Accessories as detailed in the price schedule.

5.3 Technical Requirements:

This tender covers the **Framework Contract for Supply and Delivery** of Desktop Computers, Laptops, iPads and Computer Accessories.

The Table overleaf gives the minimum clause-by-clause technical specifications. Bidders are required to duly fill in the tables under the “Bidder’s Response” column to respond, irrespective of any attachments included. Failure to conform to this condition will render the bid being treated as non-responsive. **Please note a tick, YES or No answer are inadmissible. A bidder must adequately describe the product they propose to supply.**

TECHNICAL SPECIFICATIONS

Instructions to Bidders

1. Bidders are required to fill the table below or use its format to respond.
2. Bidders **MUST** provide a substantive response for all features irrespective of any attached technical documents. Use of **Yes, No, tick, compliant** etc will be considered non-responsive.
3. Any attached brochures and write-ups should be cross referenced to the technical specifications.
4. Bidders **MUST** append official company stamp and/or authorized signature on all attached technical data sheets.

Evaluation Criteria: Bidders must describe the features of the proposed product/item in the 'Bidders response' column and how it matches (or exceeds) the minimum specifications. Any row (feature) that is not matching or is below the minimum specifications shall render the proposed item non-responsive.

Please note that Bidder's response is binding and will form part of the contract for the winning bidder(s).

SPECIFICATIONS FOR LOT 1: DESKTOP COMPUTERS

	Feature	Minimum Requirements	Bidder's Response
	Brand and model	Internationally Recognized Mature Brand	
1.	Manufacturer Authorization	Bidder must attach manufacturers' Authorization letter, or certificate of partnership, or any equivalent recognized document from the manufacturer or their Authorized Tier 1 Distributors. Where The distributor has issued the Authorization, it should be supported by Manufacturer Authorization to that Distributor issuing the Authorization.	
2.	Processor	At least 7 th Generation core i5 or better	
3.	Clock speed	At least 3.8 GHz Quad Core or better	
4.	Memory	At least 4 GB DDR4 SDRAM 2400 MHz or higher	
5.	Cache	3 MB L3 or better	
6.	Hard disk Drive (HDD)	At least 500 GB 3.5 SATA 6Gb/s with 16MB Data burst cache	

7.	Graphics	Integrated Intel HD 4000 graphics or higher	
8.	I/O Ports	4 External USB 3.0 ports (2 front, 2 rear), 4 External USB 2.0 ports; 1 RJ-45; 1 Serial; 1 VGA; 2 Line-in (stereo/Microphone), 2 Line-out (headphone/speaker)	
9.	Form Factor	Minitower (MT)	
10.	Monitor	At least 18.5'' LED backlit screen, with Contrast of 1000:1 and Color depth of 16.7 Million colors	
11.	Optical Drive	DVD +/-RW or better	
12.	Audio	With internal Speakers	
13.	Keyboard & Mouse	USB Multimedia Keyboard USB optical mouse	
14.	Network Interface Card	Integrated 10/100/1000 Ethernet LAN NIC Must have integrated 802.11 b/g/n WLAN adapter	
15.	Input Power	220 - 240 VAC, 50 Hz	
16.	Pre-Loaded Software:	<u>Must be Pre-installed</u> with Starter Windows® 10 Professional 64-bit without enterprise or professional license which COUNTY GOVERNMENT OF NYAMIRA has the licenses for the same.	
17.	Additional software:	<u>Pre-installed with:</u> -Microsoft Office 2007/2010 and above -Kaspersky Antivirus – Internet security with a license of not less than 360 days	
18.	UPS	Each CPU <u>must be accompanied</u> with Uninterrupted Power Supply(UPS) 1000VA, Input 220-240V & output 220-240V of 4.8A or better	
19.	Warranty (On site)	3 years	

LOT 2: TECHNICAL SPECIFICATIONS FOR STANDARD AND HIGH END LAPTOPS

TECHNICAL SPECIFICATIONS FOR STANDARD LAPTOPS

	Features	Minimum Requirements	Bidder's Response
1.	Brand and model	Internationally recognized mature brand	
2.	Manufacturer Authorization	Bidder must attach manufacturers' Authorization letter, or certificate of partnership, or any equivalent recognized document from the manufacturer or their Authorized Tier 1 Distributors. Where The distributor has issued the Authorization, it should be supported by Manufacturer Authorization to that Distributor issuing the Authorization.	
3.	Processor	At least 7 th Generation Intel Core i5 or higher	
4.	Processor Speed	2.5 GHz or Higher	
5.	L3 Cache	3MB Smart Cache or Higher	
6.	Memory	4 GB DDR3 dual channel SDRAM, 1066/1333MHz or higher	
7.	Internal storage	500 GB HDD, 5400 RPM or better	
8.	Optical Drive	DVD +R/RW	
9.	Connectivity	Integrated 10/100/1000 Gigabit NIC, Bluetooth, 802.3 a/b/g/n WLAN Card.	
10.	Display	At least 15'' LED backlit display Resolution 1280 x 800 or Better	
11.	Graphics	Intel HD Graphics 4000 or higher.	
12.	Ports and Connectors	Minimum two (2) USB 3.0 ports, One (1) USB 2.0, 1	

		HDMI, VGA, stereo microphone in, stereo headphone out, RJ-45 connector	
13.	Pointing Devices	Touch pad and an external wireless optical Mouse	
14.	Operating System	Must be Pre-installed with Starter Windows® 10 Professional 64-bit <u>without enterprise or professional license</u>	
15.	Battery	6 Hours battery life or better	
16.	Input Power	220-240V AC,50 HZ	
17.	Additional software:	<u>Pre-installed with:</u> - Microsoft Office 2007/2010 and above - Kaspersky Antivirus – Internet security with a license of not less than 360 days	
18.	Warranty	1 year	

TECHNICAL SPECIFICATIONS HIGH END LAPTOPS

	FEATURES	MINIMUM REQUIREMENTS	BIDDER'S RESPONSE
1.	Brand	Internationally recognized mature brand	
2.	Manufacturer Authorization	Bidder must attach manufacturers' authorization letter, or certificate of partnership, or any equivalent recognition document from the manufacturer	
3.	Processor family	7th Generation Intel® Core™ i7	
4.	Processor	Intel® Core™ i7-7500U with Intel® HD Graphics 520 (2.7 GHz, up to 3.1 GHz, 4 MB cache, 2 cores)	
5.	L3 Cache	4MB Smart Cache or Higher	
6.	Memory	At least 8 GB DDR3 dual channel SDRAM , 1066/1333MHz or higher	
7.	Storage	500GB SATA SSHD (5400 rpm)	
8.	Internal storage	192GB SSD storage	
9.	Optical Drive	DVD +R/RW	
10.	Connectivity	Integrated 10/100/1000 Gigabit NIC, Bluetooth, 802.3 a/b/g/n WLAN Card.	
11.	Display	15.6" diagonal FHD anti-glare LED-backlit (1920 x 1080)	
12.	Graphics	Intel® HD Graphics 620	
13.	Audio	Integrated stereo speakers; Headphone/microphone combo jack; Integrated microphone	
14.	Integrated Camera	720p HD webcam	
15.	Ports and Connectors	Two (2) USB 3.0 ports, One (1) USB 2.0, 1 HDMI, VGA, stereo microphone in, stereo headphone out, RJ-45 connector	

16.	Keyboard	Premium Keyboard, full sized, backlit, chiclet, spill resistant with numeric keypad	
17.	Pointing Devices	Click pad with multi-touch gestures, taps enabled as default, 3-finger flick and an wireless optical external Mouse	
18.	Security	Fingerprint Reader	
19.	Operating System	Must be Pre-installed with Starter Windows® 10 Professional 64-bit without enterprise or professional license	
20.	Additional software	Pre-installed with: -Microsoft Office 2007/2010 and above -Kaspersky Antivirus – Internet security with a license of not less than 360 days	
21.	Energy Efficiency	ENERGY STAR® certified	
22.	Power Supply	45 W Smart AC adapter	
23.	Portability	Leather Carrying bag (Same brand as the laptop)	
24.	Warranty	1 Year	

LOT 3: TECHNICAL SPECIFICATIONS FOR IPADS

	Feature	Minimum Specifications	Bidder's Response
1.	Model	<i>Latest model available in the market</i>	
2.	Chip	A7 with 64-bit architecture and M7 motion coprocessor	
3.	Storage	64 GB	
4.	RAM	1 GB or better	
5.	Display	Retina display 9.7-inch (diagonal) LED-backlit Multi-Touch display with IPS technology 2048-by-1536 resolution at 264 pixels per inch (ppi) Fingerprint-resistant oleo phobic coating	
6.	Model	Wi-Fi + Cellular	
7.	Wireless and Cellular	- Wi-Fi (802.11a/b/g/n) dual channel (2.4GHz & 5 GHz) and MIMO - Bluetooth 4.0 technology - UMTS/HSPA/HSPA+/DC-HSDPA, GSM/EDGE	

	Feature	Minimum Specifications	Bidder's Response
		- LTE (Bands 1, 2,3, 4, 5, 7, 8, 13, 17, 18, 19, 20, 25, 26)	
8.	Cameras, Photos and Video Recording	iSight camera: 5 MP photos, autofocus, face detection Face detection in still images Video recording: 1080p HD, Video recording & stabilization Face Time camera : 1.2 MP photos, 720p HD video	
9.	Power and Battery	Built-in 32.4-watt-hour rechargeable lithium-polymer battery Up to 10 hours of surfing the web on Wi-Fi, watching video, or listening to music Up to 9 hours of surfing the web using cellular data network Charging via power adapter or USB to computer system	
10.	Input / Output	3.5-mm stereo headphone minijack Built-in speaker Dual Microphone Nano-SIM card tray Lightning connector	
11.	Sensors	Accelerometer Ambient light sensor Three-axis Gyro	
12.	Operating System	iOS 7 that supports iCloud	
13.	Location	Wi-Fi Digital compass Assisted GPS Cellular	
14.	Video & Audio Calling	FaceTime iPad Air to any FaceTime enabled device over Wi-Fi or cellular	
15.	Audio Playback	Frequency response: 20Hz to 20,000Hz Audio formats supported: AAC (8 to 320 Kbps), Protected AAC	

	Feature	Minimum Specifications	Bidder's Response
		<p>(from iTunes Store), HE-AAC, MP3 (8 to 320 Kbps), MP3 VBR, Audible (formats 2, 3, 4, Audible Enhanced Audio, AAX, and AAX+), Apple Lossless, AIFF, and WAV</p> <p>User-configurable maximum volume limit</p> <p>Dolby Digital 5.1 surround sound pass-through with Apple Digital AV Adapter</p>	
16.	TV and Video	<p>AirPlay Mirroring to Apple TV (2nd and 3rd generation) at 720p AirPlay mirroring and video out to Apple TV (2nd and 3rd generation)</p> <p>Video mirroring and video out support</p> <p>Video out support at 576i and 480i with Apple Composite AV Cable</p> <p>Video formats supported: H.264 video; MPEG-4 video; Motion JPEG (M-JPEG)</p>	
17.	Mail Attachment Support	<p>Viewable document types: .jpg, .tiff, .gif (images); .doc and .docx (Microsoft Word); .htm and .html (web pages); .key (Keynote); .numbers (Numbers); .pages (Pages); .pdf (Preview and Adobe Acrobat); .ppt and .pptx (Microsoft PowerPoint); .txt (text); .rtf (rich text format); .vcf (contact information); .xls and .xlsx (Microsoft Excel); .zip; .ics</p>	
18.	Accessibility	<ul style="list-style-type: none"> • VoiceOver screen reader • Guided Access • Switch Control • Support for playback of closed-captioned content • AssistiveTouch 	

	Feature	Minimum Specifications	Bidder's Response
		<ul style="list-style-type: none"> • Full-screen zoom magnification • Larger type • Bold text • Increase contrast • Reduce motion • On/Off labels • Invert colors • Left/right volume adjustment 	
19.	Env'tal Requirements	Operating temp: 32° to 95° F (0° to 35° C) Relative humidity: 5% to 95% noncondensing	
20.	Accessories to be included	Lightning to USB cable, USB Power Adapter, Documentation	
21.	Built-in Apps	Safari, Mail, Messages, Photos, Face Time, Newsstand, APP Store, iTunes Store, Videos, Maps, Music, Game Center, Photo Booth, Contacts, Reminders, Calendar, Notes, Camera.	
22.	Free Apps from Apple	iPhoto, iMovie, GarageBand, Pages, iTunes U, Podcasts, FindMy iPhone, Find My Friends, Remote, iTunes Trailers	
23.	weight	Less than 500g	
24.	Warranty	1 Year	

LOT 4: TECHNICAL SPECIFICATIONS FOR:
i. Document scanners

- ii. **Projectors and**
- iii. **Other Computer parts and accessories**

i. TECHNICAL SPECIFICATIONS FOR FLATBED DOCUMENT SCANNER

	Feature	Minimum Specifications	Bidder's Response
	Manufacturer Authorization	Bidder must attach manufacturers' authorization letter, or certificate of partnership, or any equivalent recognition document from the manufacturer	
1.	Brand	Internationally recognized, mature brand	
2.	Type	Flatbed color image scanner	
3.	Scanning Technology	CCD	
4.	Optical Resolution	4800 dpi	
5..	Hardware Resolution	4800 x 9600 dpi	
6.	Bit depth	96-bit (RGB)	
7.	Transparency adapter	Built-in (TMA); five 35 mm slides or six 35 mm negative frames	
8.	Scan size	8.5'' X 11.7'' (210 X 297 mm)	
9.	Media Types	Paper (plain, inkjet, photo, banner), envelopes, labels, cards (index, greeting), 3-D objects, 35 mm slides and negatives (using transparent materials adapter), iron-on transfers	
10.	Scan file format	Windows®: BMP, JPEG, TIFF, TIFF compressed, PNG, PCX, Flashpix (FPX), PDF, PDF searchable, RTF, HTM, TXT; Macintosh: TIFF, PICT, JPEG, GIF, FlashPix, Plain Text, PDF, HTML, Rich Text	
11.	Preview Scan Speed	8.5 sec	
13.	Connectivity	Hi Speed USB 2.0/ 3.0, Cable included	
14.	Software	Specify the included software	

15.	Compatible OS	Microsoft Windows 8 /Microsoft Win 7 /XP/ Vista / Mac OS X V 10.3.9 and later	
16.	Power	100 – 250 VAC 50/60 GZ Maximum power consumption: 40 W	
17.	Operating humidity range	0 to 90% RH	
18.	Warranty	At least one year	

ii. TECHNICAL SPECIFICATIONS FOR PROJECTORS

	Feature	Minimum Requirement	Bidder's Response
1.	Manufacturer Authorization	Bidder must attach manufacturers' authorization letter, or certificate of partnership, or any equivalent recognition document from the manufacturer	
2.	Brand	Internationally Recognized mature brand	
3.	Display Technology	DLP OR LCD	
4.	Brightness	3800 ANSI Lumens	
5.	Resolution	1024 x 768 Pixel	
6.	Color Reproduction	16 Million colors	
7.	Aspect Ratio	4:3, 16:9 or 16:10	
8.	Light Source	245W	
9.	Lamp life	2000 Hrs	
10.	Projection Screen Size (Diagonal)	30in. – 300ft. (76cm – 762 cm)	
11.	Throw Distance	2.3 -24 ft. (0.7 – 7.2 M) or Better	
12.	Remote control	Wireless Laser Pointer	
13.	Video Compatibility	NTSC, NTSC 4.43, PAL, PAL-M&N, SECAM	
14.	Video Input Analog	480i/p, 720i/p, 1080i/p	
15.	Video Input Digital	480p, 720p, 1080i	

	Feature	Minimum Requirement	Bidder's Response
16.	Image Signal Inputs	1 x Dsub 15 Computer Analog/ Component	
		1 x DVI-I Computer Digital & Analog	
		1 x RCA Composite Video	
		1 x S-Video	
		1x HDMI	
17.	Audio Signal Inputs	Dsub15 &DVI-I: 2 x MiniStereo	
		RCA & S-Video: 2 x RCA Stereo	
18.	Outputs	1 x RGB Dsub 15 pin Computer Monitor	
		1 x Variable MiniStereo Audio Output	
19.	Wired Network Port	RJ45	
20.	Operating Temperature	5 – 35° C	
21.	Operating Humidity	20 – 80 % (Non-Condensing)	
22.	Voltage	100-240V AC, 50 - 60Hz	
23.	Maximum Dimensions (Projector only without packaging)	Width – 300mm Depth – 300mm Height – 150mm	
24.	Warranty	3 Years	

LOT5: TECHNICAL SPECIFICATIONS FOR MOBILE SMART PHONES

MINIMUM SPECIFICATIONS FOR MOBILE PHONE	
Display	6.4-inch AMOLED panel 3,040 x 1,440 resolution 525ppi 19:9 aspect ratio
Processor	8nm octa-core Exynos 9820 / 7nm octa-core Snapdragon 855
RAM	8 - 12GB
Storage	128 - 512GB / 1TB
MicroSD	Yes, up to 512GB
Cameras	Rear: 16MP f/2.2 ultrawide + 12MP f/1.5 and f/2.4 dual pixel with OIS + 12MP OIS telephoto f/2.4 Front: 10MP f/1.9 dual pixel + 8MP depth sensor f/2.2
Battery	4,100mAh Non-removable
Wireless charging	Fast Wireless Charging 2.0 Wireless PowerShare
Water resistance	IP68
Security	Embedded Ultrasonic fingerprint scanner. 2D face unlock.
Connectivity	Wi-Fi 6 Bluetooth 5 Cat20 LTE, 7CA, 4x4 MIMO
SIM	Nano SIM
Software	Android 9 Pie
Dimensions and weight	157.6 x 74.1 x 7.8mm 175g
Colors	blue, green, black, white, pink, black (ceramic), white (ceramic) or other colours

Supplier's Signature _____ **Date** _____

Official Stamp _____

SECTION VI - SCHEDULE OF REQUIREMENTS**(a) Procurement Items**

NO.	DESCRIPTION	UNIT PRICE IN KES INCLUSIVE OF 16% VAT	DELIVERY SCHEDULE
LOT 1.	Desktop Computers		Supply on need basis for a period 24 months from the date of contract execution
LOT 2	Ordinary Laptops		Supply on need basis for a period 24 months from the date of contract execution
LOT 2	High End Laptops		Supply on need basis for a period 24 months from the date of contract execution
LOT 3	iPads		Supply on need basis for a period 24 months from the date of contract execution
LOT 4	Scanners		Supply on need basis for a period 24 months from the date of contract execution
LOT 4	Projectors		Supply on need basis for a period 24 months from the date of contract execution
LOT5	Mobile Smart Phone		Supply on need basis for a period 24 months from the date of contract execution

SECTION VIII - STANDARD FORMS

Notes on the Sample Forms

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

8.1 FORM OF TENDER

Date _____
Tender No. _____

To: COUNTY GOVERNMENT OF NYAMIRA
P. O. BOX 434-40500 NYAMIRA.

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, and or install and commission (..... *(insert equipment description)*) in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

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

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

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

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business. You are advised that it is a serious offence to give false information on this form

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No. Fax E mail

Nature of Business

Registration Certificate No.

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

Name of your bankers Branch

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full Age</p> <p>Nationality Country of origin</p> <ul style="list-style-type: none"> • Citizenship details • 																								
	<p>Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship Details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.				
Name	Nationality	Citizenship Details	Shares																						
1.																						
2.																						
3.																						
4.																						
	<p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company-</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship Details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.	5.
Name	Nationality	Citizenship Details	Shares																						
1.																						
2.																						
3.																						
4.																						
5.																						
<p>Date Signature of Candidate</p>																									

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

8.3 TENDER SECURING DECLARATION FORM

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

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.....

To: County Government of Nyamira

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
 - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Tenderers.
3. We understand this Tender Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

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

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

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

Dated on _____ day of _____, _____ *[insert date of signing]*

8.5 PERFORMANCE SECURITY FORM

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)

To County Government of Nyamira

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

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

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

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

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

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To COUNTY GOVERNMENT OF NYAMIRA

[name of tender]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.7 MANUFACTURER’S AUTHORIZATION FORM

To COUNTY GOVERNMENT OF NYAMIRA

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.

LETTER OF NOTIFICATION OF AWARD

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.

DIRECTOR SUPPLY CHAIN MANAGEMENT SERVICES,
PO BOX 434-40500
NYAMIRA

SELF-DECLARATION FORMS

1. ANTI-CORRUPTION DECLARATION

We (insert the name of the company / supplier)

.....
Declares and guarantees that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply —

- a) The person shall be disqualified from entering into a contract for the procurement; or
- b) If a contract has already been entered into with the person, the contract shall be voidable at the option of the County Government of Nyamira.
- c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy that the County Government of Nyamira may have.

NameSignature.....Date

Company Seal / Business Stamp

2. ANTI-FRAUDULENT PRACTICE DECLARATION

We (insert the name of the company / supplier)

.....
Declares and guarantees that no person in our organization has or will be involved
in a fraudulent practice in any procurement proceeding.

NameSignature.....Date

Company Seal / Business Stamp

3. NON - DEBARMENT DECLARATION

We (insert the name of the company / supplier

.....

Declares and guarantees that no director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

NameSignature.....Date

Company Seal / Business Stamp

IFMIS FORM

COMPANY IFMIS INFORMATION

S/NO	DESCRIPTION	COMPANY DETAILS
1	COMPANY IFMIS NUMBER	
2	COMPANY NAME / ACCOUNT NAME	
3	BANK NAME	
4	BANK BRANCH NAME	
5	BANK ACCOUNT NUMBER	
6	P.O BOX	
7	TOWN	
8	POSTAL CODE	
9	E-mail Address – must be valid	
10	COMPANY REGISTRATION NUMBER	
11	COMPANY KRA PIN NUMBER	
12	BUSINESS CLASSIFICATION	
13	NAME OF CONTACT PERSON	
14	TELEPHONE NUMBER OF CONTACT PERSON	

Signed by

Signature

Date and Official Company Stamp

