KAKAMEGA COUNTY GOVERNMENT

Email KAKAMEGAcountyassembly@gmail.com

KAKAMEGA County Assembly,
P.O. BOX 1470-50100,
KAKAMEGA

KAKAMEGA COUNTY ASSEMBLY

TENDER DOCUMENT

FOR

SUPPLY AND DELIVERY OF COMPUTERS, LAPTOPS, PRINTERS, SCANNERS, PHOTOPIERS, TABLETS, LAPTOP BAGS AND OTHER HARDWARE AND SOFTWARE.

TENDER NO. KCA/T/08/2017/2018-2019

ELIGIBILITY: OPEN

MR. PATRICK .W.KAMWESSAR
CLERK TO COUNTY ASSEMBLY

KAKAMEGA COUNTY GOVERNMENT

KAKAMEGA COUNTY ASSEMBLY

KAKAMEGA County Assembly invites Tenders/registration from reputable and competent suppliers/contractors for supply and provision of the following goods, works and services for the Financial Year 2017/2018

A.TENDERS NO.	ITEM DESCRIPTION	ELIGIBILITY
KAKAMEGA/T/01/2017/2018	Supply and Delivery of General Office Stationery.	Special groups
KAKAMEGA/T/02/2017/2018	Supply and Delivery of Detergents, Disinfectants and Insecticides.	Special groups
KAKAMEGA/T/03/2017/2018	Supply and Delivery of Petrol, Diesel, Oils, Lubricants & Gas.	Open
KAKAMEGA/T/04/2017/2018	Supply and Delivery of Bottled Water, Beverages, Soft Drinks.	Special groups
KAKAMEGA/T/05/2017/2018	Supply and Delivery of Computer Stationery & Accessories	Open
KAKAMEGA/T/06/2017/2018	Supply, Delivery and Servicing of Firefighting Equipment.	Open
KAKAMEGA/T/07/2017/2018	Supply and Delivery of Tires, Tubes and Batteries.	Open
KAKAMEGA/T/08/2017/2018	Supply and Delivery of Computers, Laptops, Printers, Scanners, Photocopiers and other Hardware and Software Provision of Sanitary Services Provision of Security Services.	Open
KAKAMEGA/T/09/2017/2018		Open
KAKAMEGA/T/010/2017/2018		Open
KAKAMEGA/T/011/2017/2018	Provision of Hire of buses and Air Ticketing Agency Services (IATA registered only).	Open
KAKAMEGA/T/012/2017/2018	Supply and Delivery of Electrical & Electronic Appliances and Fittings	Special groups
KAKAMEGA/T/013/2017/2018	Supply and Delivery of Tools and Equipment	Open
KAKAMEGA/T/014/2017/2018	Servicing and Maintenance of Generator	Open
KAKAMEGA/T/015/2017/2018	Supply and delivery newspapers, magazines, Periodicals and Documentaries	Special groups
KAKAMEGA/T/016/2017/2018	Provision of Web and mail hosting services	Open
KAKAMEGA/T/017/2017/2018	Supply and delivery of airtime	Special groups
KAKAMEGA/T/018/2017/2018	Provision of Medical Scheme Insurance Services for Members & Staff	Underwriters Only
KAKAMEGA/T/019/2017/2018	Provision of General Insurance Services	Underwriters Only
KAKAMEGA/T/020/2017/2018	Provision of Internet Services	Open
B.PREQUALIFICATION		
KAKAMEGA/P/021/2017/2018	Supply and Delivery of Foodstuffs like cereals, milk, meat, groceries, fruits etc	Special groups
KAKAMEGA/P/022/2017/2018	Supply and Delivery of Kitchen Equipment and fittings	Open
KAKAMEGA/P/023/2017/2018	Supply and Delivery of Staff Uniforms, sportswear/equipment and Protective Clothing/Gear	Open
KAKAMEGA/P/024/2017/2018	Provision of Branding & Printing Services for T-Shirts, Flags, Caps, Calendars, Asset tagging, Business Cards, Stickers and Banners.	Special groups
KAKAMEGA/P/025/2017/2018	Provision of Legal Services.	Open
KAKAMEGA/P/026/2017/2018	Provision of Legislative Drafting Services	Open
KAKAMEGA/P/027/2017/2018	Provision of Professional and Consultancy Services including TNA, baseline, employee work environment survey etc	Open
KAKAMEGA/P/028/2017/2018	Supply and Delivery Digital Cameras, LCD Projectors, PA Systems, Audiovisual Materials, Microphones and batteries and other accessories Repair and Maintenance of Computers, Laptops, Photocopiers TVs & Printers.	Open
KAKAMEGA/P/029/2017/2018	Supply and Delivery of Office Cabinets, Equipment, Curtains, Linen, Carpets, Furniture & Fittings	Open
KAKAMEGA/P/030/2017/2018	Servicing and Maintenance of Motor Vehicles.	Open
KAKAMEGA/P/031/2017/2018	Supply and Installation of Security System including CCTV cameras and other related gadgets	Open
KAKAMEGA/P/032/2017/2018	Servicing and Maintenance of Hansard Equipment	Open
KAKAMEGA/P/033/2017/2018		Open

KAKAMEGA/P/034/2017/2018 Supply and delivery of Utensils, Cutlery and water DispensersSpecial groups	
KAKAMEGA/P/035/2017/2018 Repair and Maintenance of Electrical & Electronic Appliances and FittingsSpecial groups	
KAKAMEGA/P/036/2017/2018 Provision of plumbing and drainage worksOpen	
KAKAMEGA/P/037/2017/2018 Provision of Hotel, Conference facilities and Catering ServicesOpen	
KAKAMEGA/P/038/2017/2018 Supply and Installation and Commissioning of PABX and TelephonyOpen	

The Prequalification/ documents with detailed information can be downloaded free of charge from KAKAMEGA County Assembly official website (www.KAKAMEGAassembly.go.ke). Duly registered youth, women and people with disabilities are encouraged to apply who are residents of KAKAMEGA County. Duly Completed Prequalification documents in plain sealed envelopes clearly marked with relevant category number and description should be addressed to; The Clerk, KAKAMEGA County Assembly, P.O. Box 159-30400, KAKAMEGA, Or be deposited in the Tender Box placed at the main entrance at the County Assembly hall along KAKAMEGA- Eldoret Road, opposite KCB Bank.
Applications will be opened publicly in the presence of bidders or their representatives who choose to attend at the KAKAMEGA County Assembly Board Room on or before Thursday 14TH December 2017 12 noon.

SECTION I INVITATION TO TENDER FY 2017/2018

TENDER REF NO. KCA/T/08/2017/2018-2019

TENDER NAME: SUPPLY AND DELIVERY OF COMPUTERS, LAPTOPS, PRINTERS, SCANNERS, PHOTOPIERS, TABLETS, LAPTOP BAGS AND SOFTWARE .

1.1 The KAKAMEGA County Assembly invites sealed tenders from qualified candidates for Supply and Delivery of computers, laptops, printers, scanners, photopiers, tablets, laptop bags and other hardware and software.

1.2 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.

1.3 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at County Assembly or be addressed to:

The Clerk,
KAKAMEGA County Assembly,
P.O Box 1470-50100,
KAKAMEGA.

So as to be received on or before Thursday 14TH December, 2017 at 12 noon.

Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at the County Assembly Boardroom.

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

2.1.1 This Invitation for Tender is open to all qualified suppliers of goods/services.

2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

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

2.1.4 Tenderers shall be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.

2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components

2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

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

2.3.2 All firms found capable of performing the contract satisfactorily in accordance to the set criteria shall be considered for tender award.

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)Technical Specifications

(v) Schedule of requirement
(vi) Form of contract
(vii) Contract Form
(viii) 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 Language of Tender

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

2.6 Tender Forms

2.6.1 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.

2.7 Tender Prices

2.7.1 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

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

2.7.3 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.

2.7.4 The validity period of the tender shall be 90 days from the date of opening of the tender.

2.7.5 Tender Currencies

2.8.1 Prices shall be quoted in Kenya Shillings

2.9 Tenderers Eligibility and Qualifications

2.9.1 The tenderer shall furnish, as part of its Tender documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tenderis accepted.

2.9.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country.

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

(a)that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.

(b)that the tenderer has the financial, technical, and production capability necessary to perform the contract;

(c)that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.10 Validity of Tenders

2.10.1 Tenders shall remain valid for 90 days or as specified in the Invitation to tender after the date of tender opening prescribed by the Procuring entity. A tender validfor a shorter period shall be rejected by the Procuring entity as non responsive.

2.10.1 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. A tenderer granting the request will not be required nor permitted to modify its tender.

2.11 Format and Signing of Tender

2.11.1 The Tenderer shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.11.1 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.

2.11.2 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.

2.12 Sealing and Marking of Tenders

2.12.1 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.

2.12.2 The inner and outer envelopes shall:

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

(b)Bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE 14TH December 2017,” 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”.

2.12.3 If the outer envelope is not sealed and marked as required the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.13 Deadline for Submission of Tenders

2.13.1 Tenders must be received by the Procuring entity at the address specified not later than Thursday 14TH December, 2017 at 12 noon.

2.13.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.14 Modification and Withdrawal of Tenders

2.14.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadlineprescribed for submission of tenders.

2.14.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched. 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.

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

2.14.4 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.

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

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

2.15 Opening of Tenders

2.15.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on Thursday 14TH December, 2017 at 12 noon and in the location specified in the Invitation to Tender.

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

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

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

2.16 Clarification of Tenders

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

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

2.17 Preliminary Examination

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

2.17.2 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. If there is a discrepancy between words and figures the amount in words will prevail

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

2.17.4 Prior to the detailed evaluation, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For this purpose 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.

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

2.18 Evaluation and Comparison of Tenders

2.18.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive.

2.18.2 The tender evaluation committee shall evaluate the tender within 15 days of the validity period from the date of opening the tender.

2.18.3 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.

2.19 Award of Contract

(a) Post-qualification

2.19.1 The Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.19.2 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 as well as such other information as the Procuring entity deems necessary and appropriate.

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

(b) Award Criteria

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

(c) Procuring entity's Right to Vary quantities

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

(d) Procuring entity's Right to accept or Reject any or All Tenders

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

2.20 Notification of Award

2.20.1 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.

2.20.2 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

2.21 Signing of Contract

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

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

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

2.22 Corrupt or Fraudulent Practices

2.22.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

(i)"corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii)"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

2.22.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.22.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

(a)"The Contract" means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations

(c) "The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.

(d) "The Procuring entity" means the organization purchasing the Goods under this Contract.

(e) "The Tenderer' means the individual or firm supplying the Goods under this Contract.

3.2 Application

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

3.3 Country of Origin

3.3.1 For purposes of this clause, "Origin" means the place where the Goods were mined, grown or produced.

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample,

or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

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

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

3.6 Patent Rights

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

3.7 Inspection and Tests

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

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

3.7.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to the Procuring entity.

3.7.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

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

3.8 Packing

3.8.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.8.2 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

3.9 Delivery and Documents

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

3.10 Insurance

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

3.12 Payment

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

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.13 Prices

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not vary from the prices by the tenderer in its tender.

3.13.2 Contract price variations shall not be allowed for a year (12 months) during the contract period.

3.14. Assignment

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

3.15 Subcontracts

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

3.16 Termination for default

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

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

(b) if the tenderer fails to perform any other obligation(s) under the Contract
(c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

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

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

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

4.1 General

4.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply.

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

4.1.3 All the dimensions and capacities of the goods to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.

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

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

TENDER EVALUATION CRITERIA

The procuring entity will award the contract to a responsive tenderer determined to be the lowest evaluated tender with the following mandatory documents

No	Requirements
1	Copy of current trade /business license
2	Confidential Business Questionnaire Duly Completed & other forms
3	Copy of PIN Certificate
4	Copy of VAT Registration Certificate
5	Copy of Current Tax compliance Certificate from Kenya Revenue Authority Experience, Name & Address of major clients
6	Certificate of Registration in a Target group (youth, women and PWD).
7	Company profile with proven physical location and Address
8	Certificate of Company/Firm Registration
9	After Sales Service
10	Warranty clause
11	Local Preference & Reservation within KAKAMEGA County
12	Original Bank Statement/Bank reference of not more than three months
14	from date of applying;

PARTICULARS/SCHEDULE OF REQUIREMENTS

RECOMMENDED MINIMUM TECHNICAL SPECIFICATIONS

1. A. PRINTER

NO	DESCRIPTION	MINIMUM SPECIFICATION	BIDDER'S SPECIFICATIONS
1.	Print speed	Normal: Up to 35 ppm, Black: As fast as 8 sec	
2.	First page out	Ready	
3.	Print quality (best)	Black: Up to 1200 x 1200 dpi	
4.	Duty cycle (monthly, letter)	Up to 50,000 pages	
5.	Recommended monthly page volume	750 to 3000	
6.	Print technology	Laser	
7.	Processor speed	800 MHz	
8.	Print languages	HP PCL 5e, HP PCL 6, HP Postscript Level 3 emulation, direct PDF (v 1.7)	
9.	Display	3.5" (8.89 cm) touch screen control panel, CGD (Color Graphic Display)	
10.	Connectivity	HP ePrint capability Yes, Mobile printing capability, Wireless capability, built-in WiFi 802.11 b/g/n, 1 Hi-Speed USB 2.0, 1 Host USB, 1 Ethernet 10/100/1000T network, 1 Walk-up USB, 1 Wireless 802.11b/g/network ready Standard (built-in Gigabit Ethernet, WiFi802.11b/g/n) **(NB A must have)	
11.	Minimum system requirements	Microsoft® Windows® 7 (32-bit/64-bit), Windows Vista® (32-bit/64-bit): 1 GHz 32-bit (x86) or 64-bit (x64) processor, 1 GB RAM (32-bit) or 2 GB RAM (64-bit), 400 MB hard disk space, CD-ROM/DVD-ROM or Internet, USB or Network port; Windows® XP32SP2 (32-bit): Pentium® 233 MHz processor, 512 MB RAM, 400 MB hard disk space, CD-ROM/DVD-ROM or Internet	
12.	Paper handling input	Standard - 50-sheet multipurpose tray 1, 250-sheet input tray 2, automatic duplexer for two-sided printing, Paper handling output, standard, Duplex printing Automatic (standard),Media sizes supported - Letter, legal, executive, 8.5 x 13 in, Media sizes, custom - Multipurpose tray: 3 x 5 to 8.5 x 14 in; tray 2 and optional 500-sheet-tray 3: 4.1 x 5.8 to 8.5 x 14 in Media types - Paper (plain, Green mode, light, heavy, bond, color, letterhead, preprinted, prepunched, recycled,	

		rough); envelopes; labels; transparencies, cardstock	
13.	Compatible operating systems	Microsoft® Windows®8/7 32-bit and 64-bit, Windows Vista® 32-bit and 64-bit, Windows® XP 32-bit (SP2 or higher)	
14.	Memory	Standard - 256 MB	
15.	Media weight, supported	Tray 1: 16 to 43 lb (straight through paper path for special media); tray 2, optional 500-sheet tray 3: 16 to 32 lb, Finished output handling – Sheetfed	
16.	Power - 110-volt input voltage:	110 to 127 VAC (+/- 10%), 50/60 Hz (+/- 2 Hz) Power consumption 570 watts (Printing), 7.3 watts (Ready), 6.2 watts (Sleep), 0.1 watts (Off)	
17.	Minimum dimensions (W x D x H) -	14.35 x 14.49 x 10.67, Maximum dimensions 14.35 x 24.94 x 15.10 in (multipurpose tray and foldup cover extended, tray 2 extended to legal-size, touchscreen control panel upraised at 90 degrees)	
18.	Warranty	1 Year	

1. B . PRINTER

NO	Description	Minimum Specifications	BIDDER'S SPECIFICATIONS
1		Inkjet Technology Epson Micro Piezo Max Printing Resolution Up to 5760 x 1440 dpi (mono) / up to 5760 x 1440 dpi (color), Up to 5760 x 1440 dpi (mono) / up to 5760 x 1440 dpi (color) Max Printing Speed Up to 15 ppm (mono) / up to 9.3 ppm (color), Up to 15 ppm (mono) / up to 9.3 ppm (color) Ink Cartridge Configuration 4 cartridges (1 each: cyan, magenta, yellow, black) Ink Palette Supported (Colors) cyan, magenta, yellow, black Color 4-ink Minimum Ink Droplet Size 2 pl Printer Drivers / Emulations EPSON ESC/P Raster Ink Type Epson DURA Brite Ultra inks Automatic Duplexing Yes Scan Element CIS Automatic Duplexing Yes	
2	Scanning	Optical Resolution 1200 x 2400 dpi Interpolated Resolution 9600 dpi Color Depth 24 bit bit Color Depth (Internal) 48 bit	

3	Document & Media Handling	Max Original Size Legal (8.5 in x 14 in) Original Type sheets Document Feeder Capacity 30 sheets Max Media Size Other, Other Supported Media Type bond paper Supported Media Sizes 5 in x 7 in Supported Envelope Sizes US No 10 (104.7 x 241.3 mm) Borderless Photo Sizes 3.5 in x 5 in Standard Media Capacity 250 sheets Bypass Feeder Capacity 1 sheets Document & Media Handling Details Input tray - 250 sheets - Legal (8.5 in x 14 in) Bypass tray - 1 sheets - 8.5 in x 44 in ADF - 30 sheets - Legal (8.5 in x 14 in), Input tray - 250 sheets - Legal (8.5 in x 14 in) Bypass tray - 1 sheets - 8.5 in x 44 in ADF - 30 sheets - Legal (8.5 in x 14 in) Speed Details Printing : up to 15 ppm - B/W (ISO/IEC 24734) Printing : up to 9.3 ppm - color (ISO/IEC 24734) Printing : up to 7.4 ppm - B/W duplex (ISO/IEC 24734) Printing : up to 5.4 ppm - color duplex (ISO/IEC 24734) Copying : up to 13 ppm - B/W (ISO/IEC 29183) Copying : up to 7.1 ppm - color (ISO/IEC 29183), Printing : up to 15 ppm - B/W (ISO/IEC 24734) Printing : up to 9.3 ppm - color (ISO/IEC 24734) Printing : up to 7.4 ppm - B/W duplex (ISO/IEC 24734) Printing : up to 5.4 ppm - color duplex (ISO/IEC 24734) Copying : up to 13 ppm - B/W (ISO/IEC 29183) Copying : up to 7.1 ppm - color (ISO/IEC 29183)	
4	Connections	Operating System Support MS Windows XP,7,8 and Vista (64-bit versions) Software Included EPSON Scan PC Connection Availability Yes 10 Base –T and 10 Base -2 10/100 Base –TX Token Ring Local Talk(LAN)	
5	Optional Networking	8 MB SDRAM Standard 4050T	
6	Memory		

	Options	16 MB SDRAM standard 4050 N/4050 TN) Optional Memory 4,8,16 MB EDO DIMMs 4,8,16,32,64 MB SDRAM DIMMs	
7	Warranty	1 year	

2. DESKTOP COMPUTERS

NO.	ITEM	SPECIFICATION REQUIREMENTS	BIDDER'S SPECIFICATIONS
1.	Processor	Intel Core i5 (3rd Gen) 3220 / 3.3 GHz, CPU Qty 1, CPU Socket LGA1155 Socket, Chipset Type Intel H61 Express, Dual core, Intel Virtualization Technology	
3.	RAM	1 x 4 GB, Dual channel memory architecture, DIMM 240-pin, 4 GB / 8 GB (max), 4 GB / 8 GB (max), Memory Speed 1600 MHz, Technology DDR3SDRAM-nonECC, Storage controller Interface Type SATA3GB/s integrated Desktop	
4.	Product Form Factor		
5.	Type	Personal computer	
6.	Audio Output	High Definition Audio, Max Sampling Rate 192 kHz, Sound Output Mode Stereo, Speakers Dell Business Audio Speaker	
7.	Cache Memory	Cache Per Processor, 3 MB	
8.	Dimensions & Weight	Depth 41 c, Height 36cm,Weight 7.56 kg,Width 10.2 cm	
9.	Environmental Parameters	Humidity Range Operating 20-80%,Temperatture 35^{0}C, Min. 10^{0}C	
10.	Expansions/ Connectivity	Bays 1 (total) / 0 (free) x internal 3.5" ¦ 1 (total) / 0 (free) x external 5.25", 8 x USB 2.0 (2 front, 6 rear) ¦ 1 x LAN (Gigabit Ethernet) ¦ 1 x VGA 2 x microphone - mini-jack (1 front, 1 rear) ¦ Headphones - mini-jack (1 in front)	
11.	Interfaces	Intel HD Graphics 2500 Dynamic Video Memory, Type Integrated	
12.	Graphics Controller		
13.	Max Allocated RAM Size	1.7 GB	

13.	Video Interfaces	VGA, HDMI	
14.	Hard Drive(HDD)	Size 500 GB or Higher, Interface type SATA, Spindle speed 7299 rpm	
15.	Input Device	Mouse, keyboard	
16.	Networking	Ethernet, Fast Ethernet, Gigabit Ethernet; Compliant Standards RoHS, WEEE, CECP	
17.	Other Features	Security lock slot (cable lock sold separately), active Power Factor Correction (PFC)	
18.	Monitor Type	TFT 19 Inches	
19.	Ethernet Controller	RealtekRTL8111E	
20.	Operating Systems	Windows 7 64 bit edition or Windows 8 pre-loaded with Microsoft Microsoft Office 2007 0r 2010 suites and Antivirus programs (1 Year License)	
21.	Optical Storage	DVD±RW–SATA	
22.	Power	AC 120/230 V (50/60 Hz)	
23.	Warranty	1 Year	

3. LAPTOP CORE i5

NO	ITEM	REQUIREMENT	BIDDER'S SPECIFICATIONS
1.	Processor & Core Logic	Intel® Core™ i5 Processor , 3.7GHz)	
2.	System Memory	Configured with 8GB or Higher DDR3	
3.	Storage	500 GB SATA 5400 rpm HDD	
4.	Fixed Optical Disk Drive	Super Multi Drive	
5.	Display	15.6 inch High Definition Bright View Screen	
6.	Graphics	NVidia (1GB) Graphics Card Intel HD Graphics 3000 Graphics Processor	
7.	Power Subsystem	6-Cell Lithium-Ion (Li-Ion) Battery with Up to 4Hrs Battery Life	
8.	Keyboard & Pointing device	84/85/88 Key Built-in pointing device 12 function keys, 4	

		cursor keys Embedded numeric pad, 12 function keys, 4 cursor keys	
9.	Audio	Advanced Audio. Integrated dual-microphone array; Built-in stereo speakers, Sound volume control dial	
10.	Media Slot	Compact flash card slot	
11.	Ports	Video: VGA Output, HDMI, Audio: Microphone input port, Headphone output port, Data: SB v2.0 – 3 ports, 2 x USB v2.0, 1 x eSATA/USB combo port, RJ-45 LAN port, Security: Slot for Security Lock	
12.	Communication Interface	IntegratedHP TrueVision[3]HD Webcam[8] (Located in the Display),10/100 Ethernet port with Wireless-N 1030 Wi-Fi 802.11 b/g/n and Bluetooth™3.0 ComboAdapter Broadcom® Wi-Fi® Wireless networking (802.11b/g/n) 9 with Bluetooth®	
13.	I/O Interface	1xPS/2 compatible keyboard, 1xPS/2 compatible mouse port, 1xPS/2 compatible mouse port, 1x9 Pin Serial port, 1x25 Pin Parallel port, 1 x external VGA Port, 1 x speaker / heads phone/line-out jack, 1 x Card Bus IEEE 1394 (Fire wire) port	
15.	Battery	At least 4 hours	
16.	Operating System Pre-loaded	Licensed MS Windows 7 Professional Installed with restore CDs, All	

	with Licenses		
17.	Licensed MS Office 2010 (Do Not Install) Latest Antivirus with 1-Year License o Adobe AcrobatSoftware Pre-loadedReader X, Electronic User's Guide o Recovery Media Creator o Media Controller1 Carrier CaseExecutive Leather Carrier Case		
18.	WeightMaximum 8 pounds including power adaptor		
19.	At least One year and should include comprehensive		
20.	Warranty preventive maintenance within this period.		

4. LARGE VOLUME COPIERS

NO	ITEM	MINIMUM REQUIREMENTS	BIDDER'S SPECIFICATIONS
1	Coping speed	25/30 Cpm	
2	Warm up time	Less than 2 minute	
3	Continuous coping	999	
4	Paper size	A3-A5	
5	Printing speed	23/28 Cpm	
6	Scanning speed	23/28 Cpm	
7	Processor	Present 333 MHZ	
		Present	
8	E-filling		
9	RADF(reserve automatic document feeder)	Present	
10	ADU (automatic duplex unit)	Present	
11	Printer/ scanner kit	Present	
12	Power supply	240v 50 Hz	
13	Paper unit capacity	2x 500 Sheet trays	

14	Bypass tray	1x 100 sheets	
15	Paper output capacity	500 sheets	
16	Interface, ethernet	USB 2.0, 10 base-T 100base TX	
17	Free-bundled software- for network printing and scanning	Present	
18	Memory zoom350MB		
19	Zoom	25-400%(in 1% steps	
19	First copy out	4.4	
20	Fault diagnosis' system	Present	
21	User information display	Present	
22	Duty cycle	10,000 t0 20,000 copies per month	
23	Resolution	600 x 600 dpi	
24	Repairs / maintenance	Not less than 5 years must be available	
25	Warranty	One year parts replacement warranty	

5. SCANNER

NO.	DESCRIPTION	MINIMUM SPECIFICATIONS	BIDDER'S SPECIFICATIONS
1.	Scan Type	Flatbed, ADF	
2.	Scan Technology	Charge coupled device (CCD), Light source: Xenon fluorescent lamp	
3.	Control Panel	5-button front panel: Scan document, Scan photo, File documents, E-mail, Copy center	
4.	Scan Input Modes	Front-panel: Scan document, Scan photo, File documents, E-mail,	

		Copy center; HP Photosmart software; user application via TWAIN; automatic document feeder; transparent materials adapter (scanning 35 mm negatives and slides)	
5.	Automatic Document Feeder	Capacity: 50 sheets, Paper sizes: Legal, letter, A4, custom Up to 500 pages	
6.	Daily US Letter or A4	Transparent Materials Adapter Included, Satellite; three slides or four 35 mm negative frames	
7.	Scan Resolution	Hardware: 2400 x 2400 dpi, Optical: Up to 2400 dpi Enhanced:1 Up to 999999 dpi	
8.	Color bit depth/Grayscale levels	48-bit/256	
9.	Preview Mode	Up to 7 sec2	
10.	Task Speed	Less than 24 sec: 4 x 6-in color photo into Microsoft Word; less than 36 sec: OCR a full page of text into Microsoft Word; less than 18 sec: e-mail photo	
11.	Enlargement Range	10 to 2000% in 1% increments	
12.	Scan Size	Maximum Maximum: 8.5 x 11 in, Maximum (ADF): 8.5 x 14 in (one-sided); 8.5 x 12 in (two-sided)Minimum (ADF): 3.5 x 5 in (one-sided); 5 x 9 in (two-sided)	
13.	Safety	EU (IEC 60950 Third Edition Compliant, Third-Party Safety Certification)	
14.	Humidity Operating:	15 to 85% RH; Storage: 0 to 90% RH	
15.	Power Supply Type	External power adapter Power Features Description 100 to 240 VAC, 50/60 Hz, 24; VDC, 1500 mA Power Consumption (maximum) 36 watts maximum	
16.	Power Supply Required	100 to 240 VAC (+/- 10%), 50/60 Hz (+/- 3%)	
17.	Electromagnetic compatibility (BSMI)	EU (CE certification of conformity), North America (FCC), Australia (SMA),New Zealand (SMA), Russia (GOST), Korea (MIC), Taiwan	
18.	Dimensions	w x d x h)/weight19.21 x 13.39 x 6.38 in (488 x 340 x 162 mm)/12.6 lb (5.73 kg)	
19.	Warranty	One-year limited hardware warranty	

20. Scan Type	Flatbed, ADF	
21. Scan Technology	Charge coupled device (CCD), Light source: Xenon fluorescent lamp	
22. Control Panel	5-button front panel: Scan document, Scan photo, File documents, E-mail, Copy center	
23. Scan Input Modes	Front-panel: Scan document, Scan photo, File documents, E-mail, Copy center; HP Photosmart software; user application via TWAIN; automatic document feeder; transparent materials adapter (scanning 35 mm negatives and slides)	
24. Automatic Document Feeder	Capacity: 50 sheets, Paper sizes: Legal, letter, A4, custom	
25. Daily US Letter or A4	Up to 500 pages	
26. Scan Resolution	Transparent Materials Adapter Included, Satellite; three slides or four 35 mm negative frames Hardware: 2400 x 2400 dpi, Optical: Up to 2400 dpi Enhanced:1 Up to 999999 dpi	
27. Color bit depth/Grayscale levels	48-bit/256	
28. Preview Mode	Up to 7 sec2	
29. Task Speed	Less than 24 sec: 4 x 6-in color photo into Microsoft Word; less than 36 sec: OCR a full page of text into Microsoft Word; less than 18 sec: e-mail photo	
30. Enlargement Range	10 to 2000% in 1% increments	
31. Scan Size	Maximum Maximum: 8.5 x 11 in, Maximum (ADF): 8.5 x 14 in (one-sided); 8.5 x 12 in (two-sided) Minimum (ADF): 3.5 x 5 in (one-sided); 5 x 9 in (two-sided)	
32. Safety	EU (IEC 60950 Third Edition Compliant, Third-Party Safety Certification)	
33. Humidity Operating:	15 to 85% RH; Storage: 0 to 90% RH	

34.	Power Supply Type	External power adapter Power Features Description 100 to 240 VAC, 50/60 Hz, 24; VDC, 1500 mA Power Consumption (maximum) 36 watts maximum	
35.	Power Supply Required	100 to 240 VAC (+/- 10%), 50/60 Hz (+/- 3%)	
36.	Electromagnetic compatibility (BSMI)	EU (CE certification of conformity), North America (FCC), Australia (SMA),New Zealand (SMA), Russia (GOST), Korea (MIC), Taiwan	
37.	Dimensions	w x d x h)/weight19.21 x 13.39 x 6.38 in (488 x 340 x 162 mm)/12.6 lb (5.73 kg)	
38.	Warranty	One-year limited hardware warranty	

6. TABLETS

Tablet specifications

- Color: Open
- Model: Wi-Fi and Cellular
- Size: 7 Inch
- Operating System: Android or Windows
- Storage: At least 16 GB
- Processor: 1.3GHz
- Rear Camera:8-megapixe
- Battery capacity:7900mAh
- Display: Retina display , LED Multi-Touch display with IPS technology, 2048-by-1536 resolution at 264 pixels per inch (ppi), fingerprint resistant oleo phobic coating
- Chip: Dual-core A6X with quad-core graphics
- Face Tie HD Camera: 1.2MP photos, 720p HD video, Face Time video calling over Wi-Fi or cellular, Backside illumination, Tap to control exposure for video or still images, Photo and video geotagging
- iSight Camera: 5MP photos, Autofocus, Backside illumination, Five element lens, Hybrid IR filter, f/2.4 aperture, Tap to focus video or still images, Tap to control exposure for video or still images, Photo and video geotagging

- Video Recording: 1080p HD video recording, video stabilization, Face detection, tap to focus while recording, Backside illumination
- External buttons and Controls: Home, On/Off, Volume up/down
- Connectors and Input/Output: Microphone, 3.5-mm stereo headphone minijack, built-in speaker, lightning connector, Micro-SIM Card tray
- Power and Battery; Built I 42.5-watt-hour rechargeable lithium-polymer battery, atleast 7 hours of surfing on web on either Wi-Fi/Cellular, watching video, or listening to music, charging via power adapter or USB to computer
- Sensors: Three-axis gyro, accelerometer, Ambient light sensor
- Audio Playback: Frequency response 20Hz to 20000Hz, Audio formats supported AAC (8 TO 320Kbps), Protected AAC(from iTunes store), HE-AAC, MP3(8 TO 320 Kbps), MP3 VBR, Audible (formats 2,3,4, Audible Enhanced Audio, AAX and AAX+) etc, User configurable maximum volume
- TV and Video: Video formats supported H.264 video up to 1080p, AAC-LC audio up to 160Kbps, 48kHz, stero audio in m4v, mp4, MPEG-4 video up to 2.5 Mbps
- Mail attachment support: Viewable document types: .pg, .tiff, .gif, .doc, docx, .htm, .html,.key, numbers, .pages, .pdf , .ppt, .pptx, .txt, .rtf, .vcf, ,xls, .xlsx
- Languages: Language support for English (US) for keypad, dictionary support etc
- Accessibility: Voice Over screen reader, guided access, support for playback of closed-captioned content, assistive touch interface for adaptive accessories, full-screen zoom magnification, option to invert color
- Environmental Requirements: Operating ambient temperature 0^0 to 35^0 C, Relative humidity 5% to 95% non-condensing
- Manufacturer Warranty
- Service & Support 1 year warranty
- Service & Support Details Limited warranty - Parts and labor - 1 year - On-site - response time: Next business day

8. LAPTOP BAG

Standard Laptop Bag Back

9. SOFTWARES

(i) Windows 8 64 bit edition with multi-user (100 users) license

(ii) Windows 10 64 bit edition with multi-user (20 users) license

(iii) Microsoft Office Suites 2010 with license key

(iv) Microsoft Office Suites 2013 with license key

(v) Windows server 2008 with license

(vi) Window Server 2008 Antivirus with License

(vii) Windows Antivirus with Multiuser key License

PRICE SCHEDULE

ITEM	ITEM DESCRIPTION	UNIT	UNIT PRICE + VAT (KSHS)	REMARKS/BRAND
1.	PRINTERS Printer A	NO		
	Printer B	NO		
2.	DESKTOP COMPUTER	NO		
3.	LAPTOP CORE i7	NO		
4.	LARGE VOLUME COPIER	NO		
5.	SCANNER	NO		
6.	TABLETS	NO		
7.	LAPTOP BAG	NO.		
8.	SOFTWARES			
	(i) Windows 7 64 bit edition with multi-user (100 users) license	NO		
	(ii) Windows 10 64 bit edition with multi-user (20	NO		

		users) license			
	(iii)	Microsoft Office Suites 2010 with license key	NO		
	(iv)	Microsoft Office Suites 2013 with license key	NO.		
	(v)	Windows server 2008 with license	NO		
	(vi)	Windows Server 2008 Antivirus with License	NO		
	(vii)	Windows Antivirus with Multiuser key License	NO		

- PRICES QUOTED SHOULD BE INCLUSIVE OF VAT AND ALL OTHER CHARGES OR COSTS OF DELIVERY TO THE BUYER.
- ORDERS SHALL BE PLACED WHEN NEED ARISES ONLY.

Authorized Officer……Signature……..Date

Official Stamp……

FORM OF TENDER

Date _____
Tender No. _____

To.KAKAMEGA County Assembly,
P.O Box 1470-50100,
KAKAMEGA.

Ladies and Gentlemen

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

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

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

4. We agree to abid 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 _____

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 ……

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.				
5				

Date …….. Signature of Candidate ……..

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

CONTRACT FORM

THIS AGREEMENT made the day of ……. 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

TENDER SECURITY FORM

Whereas [name of Bidder] (hereinafter called “the tenderer” has submitted its bid dated [date of submission of bid] for the provision of insurance services (hereinafter called “the tender”

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [name of procuring entity] (hereinafter called “the procuring entity” in the sum of [state the amount] 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 procuring entity on the Form; or

2. If the tender, 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 tenders.

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 conditions, specifying the occurred condition(s)

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

[Authorized Signatories and official stamp of the Bank]
(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To: ……
KAKAMEGA County Assembly

WHEREAS ……. [name of tenderer]
(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No.[reference number of the contract] dated
20tosupply
……
[description of insurance 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 a 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:

THERFEFORE 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 of money 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 of financial institution]

_____
[Address]

_____
[Date]
(Amend accordingly if provided by Insurance Company)

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) _____

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