

PUBLIC PROCUREMENT OVERSIGHT AUTHORITY

Transforming Procurement



TENDER DOCUMENT

FOR

LEASING OF MULTI-FUNCTIONAL PRINTERS

TENDER NO. PPOA /07/ 2014 – 2015

**SUBMISSION DEADLINE: FRIDAY, 14TH NOVEMBER 2014 AT
10.00 A.M.**

**10TH FLOOR, NATIONAL BANK BUILDING
HARAMBEE AVENUE
P.O. BOX 58535 - 00200
TEL: +254 02 3244000
FAX: +254 02 3244277/377
NAIROBI, KENYA
E-mail: info@ppoa.go.ke
Website: www.ppoa.go.ke**

TABLE OF CONTENTS

	Page
SECTION I	INVITATION TO TENDER..... 2
SECTION II	INSTRUCTIONS TO TENDERERS..... 3
	APPENDIX TO INSTRUCTIONS TO TENDER 14
SECTION III	GENERAL CONDITIONS OF CONTRACT..... 16
SECTION IV	SPECIAL CONDITIONS OF CONTRACT..... 21
SECTION V	SCHEDULE OF REQUIREMENTS..... 22
SECTION VI	TECHNICAL SPECIFICATIONS 26
SECTION VII	STANDARD FORMS..... 28

SECTION I

- INVITATION TO TENDER

	PUBLIC PROCUREMENT OVERSIGHT AUTHORITY <i>Transforming Procurement</i>
National Bank Building Telephone No. +254 (020) 3244000, 2213106/7 Fax: +254 (020) 2213105, 3244399, 3244288 E-mail: info@ppoa.go.ke When replying please quote: Tender NO. PPOA/07/2014-2015	P.O. Box 58535-00200 NAIROBI KENYA Issued on Date: 31 ST Oct, 2014

RE: TENDER. NO. PPOA/07/2014-2015 FOR LEASING OF MULTI-FUNCTIONAL PRINTERS

The Public Procurement Oversight Authority is in the process of sourcing for firms to partner with in providing the above referred services. In this regard, PPOA invites proposals from interested firms to provide the said services.

You may obtain further information, inspect and obtain tender documents at the Procurement office, Public Procurement Oversight Authority, 10th Floor, National Bank Building, Harambee Avenue, during normal working hours. Tenders must be accompanied by a Tender Security of Kshs 50,000 in form of a guarantee from a reputable bank or from an insurance company approved by PPOA payable to the Director-General, Public Procurement Oversight Authority. Rates quoted should be net inclusive of all taxes, must be in Kenya Shillings and should remain valid for 120 days after the of tender opening.

Those who wish to obtain hard copies from PPOA may do so by paying Kshs. 1,000.00 through the A/C Name: Public Procurement Oversight Authority, Bank: National Bank of Kenya, Branch: NBK Building, Harambee Avenue, A/C No: 01003006585400; and attach a copy of receipt for the purchase of the Tender Document. Alternatively, the document may be downloaded for free from the PPOA websites by visiting www.ppoa.go.ke or www.tenders.go.ke. Completed tender documents MUST be enclosed in plain sealed envelopes, marked with the tender number and name as follows: **LEASING OF MULTI-FUNCTIONAL PRINTERS: Tender. NO. PPOA/07/2014-2015**, and be deposited in the tender box provided at PPOA Offices, **10th floor, National Bank Building, Harambee Avenue, Nairobi** or be addressed to: **The Director-General, Public Procurement Oversight Authority, P. O. Box 58535 – 00200, NAIROBI** so as to be received on or before **Friday, 14th November 2014 at 10.00 a.m.** Tenders will be opened immediately thereafter in the presence of the tenderers' representatives who choose to attend the opening at the Board Room, 10th floor, National Bank Building, Harambee Avenue. Bidders who download the document are required to email their Name, Telephone Number, E-mail, and Postal Address to info@ppoa.go.ke and waviasa@ppoa.go.ke.

WILSON AVIASA
FOR: DIRECTOR-GENERAL

SECTION II – INSTRUCTIONS TO TENDERERS

TABLE OF CONTENTS.		Page
2.1	Eligible Tenderers	4
2.2	Cost of tendering	4
2.3	Contents of tender documents	4
2.4	Clarification of Tender documents	5
2.5	Amendment of tender documents	5
2.6	Language of tenders	5
2.7	Documents comprising the tender	5
2.8	Form of tender	6
2.9	Tender prices	6
2.10	Tender currencies	6
2.11	Tenderers eligibility and qualifications	6
2.12	Tender security	6
2.13	Validity of tenders	7
2.14	Format and signing of tenders	8
2.15	Sealing and marking of tenders	8
2.16	Deadline for submission of tenders	8
2.17	Modification and withdrawal of tenders	9
2.18	Opening of tenders	9
2.19	Clarification of tenders	9
2.20	Preliminary Examination and Responsiveness.....	10
2.21	Conversion to other currencies	10
2.22	Evaluation and comparison of tenders	10
2.23	Contacting the procuring entity	11
2.24	Award of Contract	11
2.25	Notification of award	12
2.26	Signing of Contract	12
2.27	Performance security	13
2.28	Corrupt or fraudulent practices	13

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 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 services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 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.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 5 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Technical Specifications
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form
 - x) Tender security form

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

2.4 Clarification of Documents

- 2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"
- 2.4.2. 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

2.5 Amendment of documents

- 2.5.1. 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 issuing an addendum.
- 2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with 2.8,2. 9, 2.10 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

- 2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.8

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

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

2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.4 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20

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

2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.8 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form;

or

- (b) In the case of a successful tenderer, *if* the tenderer fails:

- (i) to sign the contract in accordance with paragraph 2.26

or

- (ii) to furnish performance security in accordance with paragraph 2.27

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

2.13 Validity of Tenders

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

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

- 2.14.1 The tenderer shall prepare 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.
- 2.14.2 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. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall 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. 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 to tender and the words: **“DO NOT OPEN BEFORE 14th November, 2014, AT 10.00 A.M.”**
- 2.15.2 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”.
- 2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.1, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

- 2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.1 no later than **10.00 a.m. on 14th November, 2014.**
- 2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

2.17 Modification and withdrawal of tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by the procuring entity prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.8.
- 2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 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.

2.18 Opening of Tenders

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers representatives who choose to attend, at **10.00 a.m. on 14th November, 2014** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the 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 shall be sought, offered, or permitted.
- 2.19.2 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 tenderer's tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 22, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

- 2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22 Evaluation and comparison of tenders.

- 2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:
- (a) operational plan proposed in the tender;
 - (b) deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) ***Operational Plan.***

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

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

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

2.23. Contacting the procuring entity

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

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

2.24 Award of Contract

a) **Post qualification**

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

- 2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.24.3 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

- 2.24.4 Subject to paragraph 2.22 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.5 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. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.
- 2.24.6 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

- 2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 27, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

- 2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

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

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 The 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;

2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in Public Procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

The following information for procurement of 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 registered in Kenya.
2.2.2	Price to be charged for tender documents. Kshs. 1,000 for those who purchase a hard copy while those who download the document will be free of charge
2.10	Particulars of other currencies allowed. None
2.11	Particulars of eligibility and qualifications documents of evidence required. Copies of: i) Certificate of Registration / Incorporation ii) Certificate of valid tax compliance
2.12.2	Particulars of tender security if applicable. Kshs. 50,000 valid for an additional thirty (30) days after the expiry of the tender validity period.
2.12.4	Form of Tender Security: The Tender Security shall be in the form of a Guarantee from a reputable bank or an insurance company approved by The Public Procurement Oversight Authority (PPOA).
2.13	Validity of Tenders: Tenders Shall remain valid for 120 days after date of tender opening
2.16.3	Bulky tenders which do not fit in the tender box shall be delivered to the Supply Chain Management Office.
2.20.1	<p>Tenderers are required to submit copies of the following MANDATORY DOCUMENTS which will be used during Preliminary Examination to determine responsiveness:</p> <ol style="list-style-type: none"> 1) Copy of certificate of Registration/Incorporation 2) Copy of Valid Tax Compliance certificate 3) Must Fill the Price Schedule in the format provided 4) Must Fill the Form of Tender in the format provided 5) Must Submit a Tender Security of Kshs. 50,000 valid for an additional thirty (30) days after the expiry of the tender validity period. 6) Must submit a dully filled up Confidential Business Questionnaire in format provided 7) Must submit a manufacturer’s authorization of the equipment they intend to lease authorizing them to sell and service the Equipment. 8) Must submit brochures / technical literature of the equipment they intend to lease 9) Must submit three (3) client recommendation letters. All three must be of MFP leasing and not supplies. <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>

Instructions to tenderers	Particulars of appendix to instructions to tenderers
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><u>Selection Process</u></p> <p>Below is a description of the evaluation steps that will be adopted.</p> <p><u>STEP 1: Preliminary evaluation</u></p> <p>This will be an elimination stage which will be done as per paragraph 2.20.1 above.</p> <p><u>STEP 2: Technical evaluation</u></p> <p>Tenderes will be required to provide technical details on their proposed machine that meets the provided technical requirement. Only Tenderers who score 70% and above will be considered to be technically responsive and therefore proceed to financial evaluation</p> <p><u>STEP 3: Financial Evaluation</u></p> <p>This will include the following:-</p> <ul style="list-style-type: none"> a) Confirmation and considering price schedule duly completed and signed b) Conducting a financial comparison c) Correction of arithmetical errors
2.24 (a)	Particulars of post – qualification if applicable. PPOA may carry out post qualification and inspect the premises or contact listed clients to confirm details
2.24.4	Award Criteria: Award will be made to the lowest evaluated bidder in financial evaluation.
2.27	Particulars of performance security if applicable. N/A
Other's as necessary	

SECTION III

-

GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS		Page
3.1	Definitions	17
3.2	Application	17
3.3	Standards	17
3.4	Patent Rights	17
3.5	Performance security	18
3.6	Inspections and tests	18
3.7	Payment	18
3.8	Prices	19
3.9	Assignment	19
3.10	Termination for default	19
3.11	Termination for insolvency	19
3.12	Termination for convenience	19
3.13	Resolution of disputes	20
3.14	Governing language	20
3.15	Force majeure	20
3.16	Applicable law	20
3.17	Notices	20

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

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

3.3 Standards

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

3.4 Patent Right’s

- 3.4.1 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 services under the contract or any part thereof.

3.5 Performance Security

- 3.5.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.5.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
 - a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 3.5.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.6 Inspections and Tests

- 3.6.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services 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.
- 3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.7 Payment

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

3.8 Prices

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

3.9 Assignment

3.9.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

3.10 Termination for Default

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

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

3.11 Termination of insolvency

3.11.1 The procuring entity may at the any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.12 Termination for convenience

3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

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

3.13 Resolution of disputes

- 3.13.1 The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.
- 3.13.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.14 Governing Language

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

3.15 Force Majeure

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

3.16 Applicable Law.

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

3.17 Notices

- 3.17.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC
- 3.17.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.5	Specify performance security if applicable: N/A
3.7	Specify method Payments. Payments shall be made at the end of each quarterly within 30 days upon receipt of Invoice(s).
3.8	Specify price adjustments allowed. None
3.14	Specify resolution of disputes. Disputes to be settled as per the Arbitration Laws of Kenya
3.16	Specify applicable law. Laws of Kenya
3.17	Indicate addresses of both parties. Client: 10th floor NATIONAL BANK BUILDING HARAMBEE AVENUE P.O. BOX 58535 - 00200
Other's as necessary	Complete as necessary

SECTION V - SCHEDULE OF REQUIREMENTS

The PPOA intends to engage reputable equipment leasing firms in operating leases for photocopy, printing and scanning services as specified in Section VI – technical Specifications. The lease agreement will be for three years renewable annually subject to satisfactory performance.

Four (4) departmental MFPs are required for lease to be delivered in PPOA premises, 10th and 11th floor National Bank of Kenya Building, Harambee Avenue, Nairobi. PPOA plans to open two regional offices in Kisumu and Mombasa, the successful vendor may be required to provide 2 other MFPs to the regional offices under the same lease agreement.

The successful vendor will be required to deliver the equipments within **three (3) weeks** after contract signing or at an agreed start date.

SECTION VI - TECHNICAL SPECIFICATIONS

PPOA runs service level agreement (SLA) for 4 departmental heavy duty Multi-Functional Printers (MFP). The machines have been serving PPOA for a number of years and lately we are experience frequent breakdowns rendering them uneconomical to service and maintain. To this end we seek to partner with a MFP leasing vendor on a one year lease agreement renewable yearly upto a maximum of three years subject to satisfactory performance.

In leasing out these services, PPOA intends to:

- Optimize the use of printers, scanners and copies
- Reduce the use of consumables such as paper and toner through better management
- Lower total cost of ownership
- Lower service and support costs
- Reduce down times
- Minimize and control administration costs

The vendor must be authorized by the manufacturer to supply the proposed MFPs and must meet our set requirements. PPOA plans to opened two regional offices in Kisumu and Mombasa, and although this proposal is for the 4 MFPs within the Headquarter, the successful vendor may be required to provide 2 other MFPs to the regional offices under the same agreement.

During the lease period all MFPs shall remain the property of vendor and the vendor shall maintain the machines in acceptable working order. Any machine deemed unacceptable shall be replaced at vendor's expense. The successful vendor must meet the following leasing terms;

1. Supply four (4) MFPs as per the attached technical specification on a lease agreement basis. Three (3) will be 45ppm and One (1) will be 25ppm.
2. Proposed MFPs must be new
3. Maintain copiers in optimal condition and efficient operating mode by supplying parts and consumables necessary to produce quality copies
4. Provide staff with the training necessary to ensure optimized document reproduction and scanning solutions
5. Include full support with onsite target response time of 3-4 hours to all service calls
6. PPOA reserves the right to request a replacement unit for each unit that fails to meet performance expectations at no expense.

7. Provide a certificate or letter from the manufacturer stating that the service and supply dealer is authorized for the equipment proposed.
8. Provide monthly update on copy volume per user and meter reading
9. Assign service technician with contact details.
10. Provide detailed service history and equipment performance upon request. Service sheets should be signed and stamped by PPOA.
11. Perform proactive preventive maintenance (PM) service for each unit installed according to the PM schedule specified by the equipment manufacturer.
12. Equipment installations and removals will be done in consultation with PPOA
13. Replacement will be a like-for-like or higher basis. In case a Multi Functional Product is taken for repair, overhaul, service or maintenance, a temporary replacement MFP will be installed beforehand for use.
14. Manage users where every user must be having a login credential
15. Equipment must be compatible with Windows Oses for desktop PC and standard network environment. It should also be compatible with application software in Windows environment.
16. The vendor will fully insure the MFP installed to guard against such risk as may be necessary

Technical Specification

Heavy Duty MFP

QTY 3

Copy Specification		Bidder Response
Type	Laser Technology	
Print Resolution	2400 x 600 dpi	
Scan Resolution	100 dpi, 150 dpi, 200 dpi, 300 dpi, 400 dpi, 600 dpi	
Original Platen Type	Stationary Platen	
Available Original/Copy Paper Size	Statement-R to Ledger	
Paper Supply	2 x 550-Sheet, 100-Sheet Stack Feed Bypass	
Copy Speed	45 PPM	
Page Memory/Hard Disk Drive	2GB RAM, 320GB	
Reproduction Ratio	25% to 400%	
Warm-up Time	Approx. 25 seconds	
First Copy Time	Approx. 4.7 seconds (Letter)	
Monthly Copy Volume	Maximum 150k	
Available Original Size	Ledger - Statement-R	
Special Paper	Bypass: Envelope, Tab Sheet	
Maximum Paper Supply	Up to 2,200 Sheets	
PRINT SPECIFICATIONS		
Memory	2GB RAM	
Hard Disk Drive	320GB	
Print Engine Resolution	2,400 x 600 dpi	
Print Speed	45 PPM	
Interface	10/100/1000BaseTX Ethernet, 802.11b/g/n, Wireless LAN, USB	
Printer Language	PCL6, PostScript 3, XPS	
Connectivity	10/100/1000BaseTX Ethernet, 802.11b/g/n, Wireless LAN, USB	
SCAN SPECIFICATIONS		
Scan Resolution	100 dpi, 150 dpi, 200 dpi, 300 dpi, 400 dpi, 600 dpi	
Scan Speed	30 SPM (Color)	
File Format	TIFF, PDF, Slim PDF, JPEG, XPS MS Word, MS Excel, Searchable PDF w/ Adv. Scanning option	
Authentication	LDAP, SMTP, Windows Server Domain	
E-FILING (STANDARD)		
Operation Method	Color Touch Screen Control Panel or Client PC	
Folders	Public and Private	

Medium Duty MFP

QTY 1

COPY SPECIFICATIONS		Bidder Response
Type	Laser Technology	
Print Resolution	2400 x 600 dpi	
Scan Resolution	100 dpi, 150 dpi, 200 dpi, 300 dpi, 400 dpi, 600 dpi	
Available Original/Copy Paper Size	Statement-R to Ledger	
Paper Supply	2 x 550-Sheet, 100-Sheet Stack Feed Bypass	
Available Copy Paper Weight	Cassettes: 17-28 lbs.; Stack Feed Bypass: 17-53 lbs. (110 lbs. index)	
Copy Speed	25 PPM	
Page Memory/Hard Disk Drive	2GB RAM, 320GB	
Reproduction Ratio	25% to 400%	
Warm-up Time	Approx. 20 seconds	
First Copy Time	Approx. 4.7 seconds (Letter)	
Monthly Copy Volume	Maximum 100,000	
Available Original Size	Ledger - Statement-R	
Special Paper	Bypass: Envelope, Tab Sheet	
Maximum Paper Supply	Up to 2,200 Sheets	
PRINT SPECIFICATIONS		
Memory	2GB RAM	
Hard Disk Drive	320GB	
Print Engine Resolution	2,400 x 600 dpi (with Smoothing)	
Print Speed	25 PPM	
Interface	10/100/1000BaseTX Ethernet, 802.11b/g/n, Wireless LAN, USB	
Printer Language	PCL6, PostScript 3, XPS	
Connectivity	10/100/1000BaseTX Ethernet, 802.11b/g/n, Wireless LAN, USB	
SCAN SPECIFICATIONS		
Scan Resolution	100 dpi, 150 dpi, 200 dpi, 300 dpi, 400 dpi, 600 dpi	
Scan Speed	30SPM	
File Format	TIFF, PDF, Slim PDF, JPEG, XPS MS Word, MS Excel, Searchable PDF w/ Adv. Scanning option	
Authentication	LDAP, SMTP, Windows Server Domain	
E-FILING (STANDARD)		
Operation Method	Color Touch Screen Control Panel or Client PC	
Folders	Public and Private	

SECTION VII - STANDARD FORMS

Notes on the standard 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. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
3. **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.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter.
6. **Performance security Form** - The performance security form should not be completed by the tenderer 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 PPOA.
7. **Evaluation Response Forms** - These forms should be completed by the tenderer and submitted with the tender documents as it will be used for technical evaluation.
6. **Tenderers Experience Requirement Form** - This form should be completed by the tenderer and submitted with the tender documents as they will be used for evaluation.

4.1 FORM OF TENDER

Date _____
Tender No. PPOA/07/2014-2015

To:

Sir/Madam:

Having examined the Tender documents including Addenda Nos. *[insert addenda numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to ***Leasing of Multi-Functional Printers*** in conformity with the said Tender documents for the sum ***as per the Price Schedule*** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to deliver the Services in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Tender for the Tender validity period specified in Clause 2.13 of the Appendix to Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderers, in more than one Tender in this Tendering process.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 of the Tender documents

Dated this _____ day of _____ 20_____.

(Name)

[signature]

[in the capacity of]

Duly authorized to sign Tender for and on behalf of _____

4.2 PRICE SCHEDULE OF SERVICES

Name of Tender: **LEASING OF MULTI-FUNCTIONAL PRINTERS**

Tender Number: **PPOA/07/2014-2015**

Based on the information contained in the Description of Services, Tenderers should provide a breakdown of costs in the format shown below.

The cost must include a standard monthly rental charge and the rate per page for the indicated monthly volume. The cost should include applicable taxes.

Heavy Duty MFP

QTY 3

Average copies per month 15,000

Device Type	Less 15,000 pages/month	15,000 pages/month	Over 15,000 pages/month
	(Ksh rate per page)		
Service charge			
Monthly rental charge/per machine			

Medium Duty MFP

QTY 1

Average copies per month 6,000

Device Type	Less 5,000 pages/month	5,000 pages/month	Over 5,000 pages/month
	(Ksh rate per page)		
Service charge			
Monthly rental charge/per machine			

The PPOA will award contract to a supplier who offers the most competitive rate in both items, each of the consumption categories and monthly rental charge. Only One supplier will be awarded the contract

Cost for paper should not be included.

Signature and Rubber Stamp of tenderer

4.3 CONTRACT FORM

THIS AGREEMENT made the ___day of ____20___between.....[name of procurement entity] of[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by_____the _____(for the Procuring entity)

Signed, sealed, delivered by_____the _____(for the tenderer)

in the presence of_____.

4.4 CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

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

	Part 2 (a) – Sole Proprietor			
	Your name in full.....			
	Age.....			
	Nationality.....			
	Country of Origin.....			
	Citizenship details			
			
	Part 2 (b) – Partnership			
	Given details of partners as follows			
	Name	Nationality	Citizenship details	Shares
	1.	.....	.....	.....
	2.	.....	.....	.....
	3.	.....	.....	.....
	4.	.....	.....	.....
	Part 2 (c) – Registered Company			
	Private or Public			
	State the nominal and issued capital of company			
	Nominal Kshs.			
	Issued Kshs.			
	Given details of all directors as follows			
	Name	Nationality	Citizenship details	Shares
	1.	.....	.....	.....
	2.	.....	.....	.....
	3.	.....	.....	.....
	4.	.....	.....	.....
	Date.....			
	Signature of Candidate.....			

4.5 FORMAT OF TENDER SECURITY INSTRUMENT

Whereas [*Name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated [*Date of submission of tender*] for the [*Name and/or description of the tender*] (hereinafter called “the Tender”)

KNOW ALL PEOPLE by these presents that WE of [*Name of Insurance Company*] having our registered office at (hereinafter called “the Guarantor”), are bound unto [*Name of Procuring Entity*](hereinafter called “the Procuring Entity”) in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this ___day of _____ 20 ___.

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers, Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

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

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

 [*Date*]

 [*Witness*]

 [*Signature of the Guarantor*]

 [*Seal*]

Performance Bank/Insurance Company Guarantee [Unconditional]

To

[name of Procuring entity]

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

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a Bank/Insurance Company guarantee by a reputable Bank/Insurance Company 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/Insurance Company]

[address]

[date]

4.6 EVALUATION RESPONSE FORMS

4.6.1 Preliminary Evaluation Checklist

Tenderers are advised that 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.

No.	Parameters / Requirements	Submitted / Not Submitted
1	Copy of certificate of Registration/Incorporation	
2	Copy of Valid Tax Compliance certificate	
3	Must Fill the Price Schedule in the format provider	
4	Must Fill the Form of Tender in the format provided	
5	Must Submit a Tender Security of Kshs. 50,000 valid for an additional thirty (30) days after the expiry of the tender validity period.	
6	Must submit a dully filled up Confidential Business Questionnaire in format provided	
7	Must submit a manufacturer's authorization of the equipment they intend to lease authorizing them to sell and service the Equipment.	
8	Must submit brochures / technical literature of the equipment they intend to lease	
9	Must submit three (3) client recommendation letters. All three must be of MFP leasing and not supplies.	

4.6.2 Technical Evaluation Response Form

Copy Specification		Points
Type	Laser Technology	1
Print Resolution	2400 x 600 dpi	1
Scan Resolution	100 dpi, 150 dpi, 200 dpi, 300 dpi, 400 dpi, 600 dpi	1
Original Platen Type	Stationary Platen	1
Available Original/Copy Paper Size	Statement-R to Ledger	1
Paper Supply	2 x 550-Sheet, 100-Sheet Stack Feed Bypass	1
Copy Speed	45 PPM	1
Page Memory/Hard Disk Drive	2GB RAM, 320GB	1
Reproduction Ratio	25% to 400%	1
Warm-up Time	Approx. 25 seconds	1
First Copy Time	Approx. 4.7 seconds (Letter)	1
Monthly Copy Volume	Maximum 150k	1
Available Original Size	Ledger - Statement-R	1

Special Paper	Bypass: Envelope, Tab Sheet	1
Maximum Paper Supply	Up to 2,200 Sheets	1
PRINT SPECIFICATIONS		
Memory	2GB RAM	1
Hard Disk Drive	320GB	1
Print Engine Resolution	2,400 x 600 dpi	1
Print Speed	45 PPM	1
Interface	10/100/1000BaseTX Ethernet, 802.11b/g/n, Wireless LAN, USB	1
Printer Language	PCL6, PostScript 3, XPS	1
Connectivity	10/100/1000BaseTX Ethernet, 802.11b/g/n, Wireless LAN, USB	1
SCAN SPECIFICATIONS		
Scan Resolution	100 dpi, 150 dpi, 200 dpi, 300 dpi, 400 dpi, 600 dpi	1
Scan Speed	30 SPM (Color)	1
File Format	TIFF, PDF, Slim PDF, JPEG, XPS MS Word, MS Excel, Searchable PDF w/ Adv. Scanning option	1
Authentication	LDAP, SMTP, Windows Server Domain	1
E-FILING (STANDARD)		
Operation Method	Color Touch Screen Control Panel or Client PC	1
Folders	Public and Private	1
Total Points		28

Medium Duty MFP

QTY 1

COPY SPECIFICATIONS		Points
Type	Laser Technology	1
Print Resolution	2400 x 600 dpi	1
Scan Resolution	100 dpi, 150 dpi, 200 dpi, 300 dpi, 400 dpi, 600 dpi	1
Available Original/Copy Paper Size	Statement-R to Ledger	1
Paper Supply	2 x 550-Sheet, 100-Sheet Stack Feed Bypass	1
Available Copy Paper Weight	Cassettes: 17-28 lbs.; Stack Feed Bypass: 17-53 lbs. (110 lbs. index)	1
Copy Speed	25 PPM	1
Page Memory/Hard Disk Drive	2GB RAM, 320GB	1
Reproduction Ratio	25% to 400%	1
Warm-up Time	Approx. 20 seconds	1
First Copy Time	Approx. 4.7 seconds (Letter)	1
Monthly Copy Volume	Maximum 100,000	1
Available Original Size	Ledger - Statement-R	1
Special Paper	Bypass: Envelope, Tab Sheet	1

Maximum Paper Supply	Up to 2,200 Sheets	1
PRINT SPECIFICATIONS		
Memory	2GB RAM	1
Hard Disk Drive	320GB	1
Print Engine Resolution	2,400 x 600 dpi (with Smoothing)	1
Print Speed	25 PPM	1
Interface	10/100/1000BaseTX Ethernet, 802.11b/g/n, Wireless LAN, USB	1
Printer Language	PCL6, PostScript 3, XPS	1
Connectivity	10/100/1000BaseTX Ethernet, 802.11b/g/n, Wireless LAN, USB	1
SCAN SPECIFICATIONS		
Scan Resolution	100 dpi, 150 dpi, 200 dpi, 300 dpi, 400 dpi, 600 dpi	1
Scan Speed	30SPM	1
File Format	TIFF, PDF, Slim PDF, JPEG, XPS MS Word, MS Excel, Searchable PDF w/ Adv. Scanning option	1
Authentication	LDAP, SMTP, Windows Server Domain	1
E-FILING (STANDARD)		
Operation Method	Color Touch Screen Control Panel or Client PC	1
Folders	Public and Private	1
TOTAL POINTS		28

Bidders who attain a score 70% or more for each of the item at this stage will proceed to financial evaluation

4.7 BIDDER’S EXPERIENCE REQUIREMENTS FORM

Must give a list of 3 (three) reputable clients for whom they have offered similar assignments in the format below. **Please provide evidence (LPO/Award Letter. Completion Certificate) in addition to reference letters.**

No.	Contact Information	Details
1	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Site Location	
2	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Site Location	
3	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Site Location	
4	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Site Location	
5	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Site Location	