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KENYA PIPELINE COMPANY LIMITED

TENDER FOR SUPPLY AND INSTALLATION OF ASSORTED ICT HARDWARE FOR MIOG

(RESERVED FOR YOUTH)

KPC/PU/032-OT/17

MAY 2017

SECTION I - INVITATION TO TENDER

DATE: APRIL, 2017

TENDER REF NO.: KPC/PU/032 – OT/17

TENDER NAME: TENDER FOR SUPPLY AND INSTALLATION
OF ASSORTED ICT HARDWARE FOR MIOG

Kenya Pipeline Company Limited invites sealed bids from eligible candidates for **SUPPLY AND INSTALLATION OF ASSORTED ICT HARDWARE FOR MIOG**

- 1.1 Interested eligible candidates can view and download the documents from the website www.kpc.co.ke at no cost. Bidders will be required to email their detailed contact information to opentender@kpc.co.ke for recording, further clarifications and addenda. **No other email addresses shall be used and KPC shall not be liable if bidders choose to send their information and/or queries to other email**
- 1.2 Interested firms **must** ensure that they comply with the following requirements and submit the relevant documents which shall be checked and recorded during the tender opening; **(these documents must be placed in a separate envelope marked “Mandatory Requirements”)**
 - **Provide a copy of Certificate of Incorporation/Registration**
 - **Provide a copy of a Valid KRA Tax Compliance Certificate**
 - **Must Provide Certificate of Registration in a target group issued by the Ministry of Finance or Respective County Treasury (registration with AGPO, Persons with Disabilities Category). The certificate must be valid at the time of opening the Tenders**
 - **Tender Securing Declaration form**
 - **Provide a manufacturer’s authorization for the proposed products.**
 - **Signed Tender Declaration Form**
 - **A Separate Form of Tender MUST be filled for EACH LOT.**

Bidders must paginate all their documents and initial each page.

KPC reserves the right to confirm the authenticity of all documents submitted by Tenderers. Any attempt by bidders to misrepresent themselves by submitting documents that are not genuine will amount to disqualification.

1.3 Interested firms may bid for **any** or **all** of the **LOTS** listed. Each **lot** shall be evaluated separately. **A *Separate Form of Tender must be filled for each lot.***

1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at Ground floor of Kenpipe Plaza Sekondi Road off Nanyuki Road or be addressed to:

**The Managing Director
Kenya Pipeline Company Limited
Kenpipe Plaza, Sekondi Road
P.O. Box 73442- 00200
Nairobi - Kenya**

so as to be received on or before **10.00am, 14th June 2017.**

1.5 Prices quoted should be net inclusive of all duties and taxes, delivery and shall remain valid for at least **150 days** from the closing date of the tender.

Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at

The Board Room
Kenpipe Plaza, Sekondi Road
Nairobi - Kenya

**The Procurement Manager
For: Managing Director**

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the SUPPLY AND INSTALLATION of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The Kenya Pipeline Company Limited employees, committee members, board members and their relatives (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 KPC to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

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

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the KPC, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall be free.
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance to the set prequalification criteria shall be pre-qualified.

2.4 The Tender Document

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

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

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

2.5 Clarification of Documents

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

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

2.6 Amendment of Documents

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

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

- 2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the KPC, at its discretion, may extend the deadline for the submission of tenders.
- 2.6.4 If the tender documents are amended when the time remaining before the deadline for submitting tenders is less than one third of the time allowed for the preparation of tenders, or the time remaining is less than period indicated in instructions to tenderers, KENYA PIPELINE COMPANY shall extend the deadline as necessary to allow the amendment of the tender documents to be taken into account in preparation or amendment of tenders.

2.7 Language of Tender

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

2.8 Documents Comprising of Tender

- 2.8.1 The tender prepared by the tenderers shall comprise the following components
- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below;
 - (b) documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) documentary evidence established in accordance with paragraph 2.2.1 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
 - (d) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

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

2.10 Tender Prices

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price inclusive of all taxes of the goods it proposes to SUPPLY AND INSTALL under the contract.
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 2.10.3 Prices quoted by the tender shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22
- 2.10.4 The validity period of the tender shall be **150 days** from the date of opening of the tender.

2.11 Tender Currencies

Prices shall be quoted in **Kenya Shillings**.

2.12 Tenderers Eligibility and Qualifications

- 2.12.1 Pursuant to paragraph 2.1. The tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the KPC's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1
- 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the KPC's satisfaction;
 - (a) That, in the case of a tenderer offering to SUPPLY AND INSTAL 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 AND INSTAL the goods.
 - (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
 - (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

- 2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to SUPPLY AND INSTAL under the contract
- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristic of the goods;
 - (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the KPC; and
 - (c) a clause-by-clause commentary on the KPC's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security- not applicable. Must provide signed tender

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.
- 2.14.2 The tender security IS NOT APPLICABLE
- 2.14.3 The tender security is required to protect the KPC against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.8

- 2.14.4 The tender security shall be denominated in Kenya Shillings and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the KPC and valid for **thirty (30)** days beyond the validity of the tender.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.2 will be rejected by the KPC as non-responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty **30 days** after the expiration of the period of tender validity prescribed by the KPC.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.28 and furnishing the performance security, pursuant to paragraph 2.29
- 2.14.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by the KPC 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 2.28 or
 - ii. to furnish performance security in accordance with paragraph 2.29

2.15 Validity of Tenders

- 2.15.1 Tenders shall remain valid for **150 days** or as specified in the Invitation to tender after the date of tender opening prescribed by the KPC, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the KPC as non-responsive.
- 2.15.2 In exceptional circumstances, the KPC may solicit the Tenderer's consent for an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

- 2.16.1 The tendering entity shall prepare two copies of the tender, clearly marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER**," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons

duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature, shall be initialled by the person or persons signing the tender.

2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialled by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “**ORIGINAL**” and “**COPY**.” The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the KPC 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 10:00AM 14th June 2017**”.

2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

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

2.18 Deadline for Submission of Tenders

Tenders must be received by the KPC at the address specified under paragraph 2.17.2 no later than **10:00AM, 14th June 2017**.

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

2.19 Modification and Withdrawal of Tenders

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

2.19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex, e-

mail but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.6.
- 2.19.5 The KPC may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 The KPC shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

The KPC will open all tenders in the presence of tenderers or their representatives who choose to attend, at **10:00AM 14th June 2017** and in the location specified in the Invitation to Tender.

- 2.20.1 The tenderers or their representatives who are present shall sign a register evidencing their attendance.
- 2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the KPC, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.3 The KPC will prepare minutes of the tender opening.

2.21 Clarification of Tenders

- 2.21.1 To assist in the examination, evaluation and comparison of tenders the KPC may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.21.2 Any effort by the tenderer to influence KPC in tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

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

- 2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and 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 forfeited. If there is a discrepancy between words and figures the amount in words will prevail
- 2.22.3 The KPC may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the KPC 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 KPC's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by the KPC and shall not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.23 Evaluation and Comparison of Tenders

- 2.23.1 The KPC will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.23.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 2.23.3 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 disqualified and debarred from participating in future public procurement and have its tender security forfeited.

2.24 Preference

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

2.25 Contacting the KPC

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

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

2.26 Award of Contract

Post-qualification

2.26.1 In the absence of pre-qualification, the KPC 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.

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

2.26.3 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 KPC will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

Award Criteria

2.26.4 The KPC 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.

KPC's Right to Vary Quantities

2.26.5 The KPC 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

KPC's Right to Accept or Reject Any or All Tenders

2.26.6 The KPC 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 KPC's action.

2.27 Notification of Award

2.27.1 Prior to the expiration of the period of tender validity, the KPC will notify the successful tenderer in writing that its tender has been accepted and at the same time notify all the other tenderers that their tenders were unsuccessful.

2.27.2 No contract is formed between the person submitting the successful tender and the KPC until the written contract is entered into.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29, the KPC will promptly discharge its tender security and those of the other unsuccessful tenders pursuant to paragraph 2.14.

2.28 Signing of Contract

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

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

2.28.3 Within thirty **(30) days** from receipt of notification of award but not until 14 days have elapsed following the notification, the successful tenderer shall sign and date the contract and return it to the KPC.

2.29 Performance Security

2.29.1 Within Thirty **(30) days** of the receipt of notification of award from the KPC, 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 KPC.

2.29.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.28 or paragraph 2.29 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the KPC may make the award to the next lowest evaluated Candidate or call for new tenders.

2.30 Corrupt or Fraudulent Practices

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

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

2.30.2 The KPC 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.

2.30.3 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 Tenderers

The following information regarding the particulars of the tender shall complement, supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision 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 REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	Manufacturer Authorized Reseller for the specific products and services tendered for. The KPC shall authenticate whether the tenderer is an authorized reseller.
2.14.1	The tender security shall be Kshs100,000.00 only
2.18.1	The day, date and time of tender closing shall be 10:00AM 14th June 2017
2.23	Evaluation criteria will be as per KPC Specification for each equipment.
2.29.1	The performance security shall be 1% of the tender value.

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 KPC and the contractor, 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 contractor 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 contractor is required to SUPPLY AND INSTAL to the KPC under the Contract.
- (d) "The KPC" means Kenya Pipeline Company Ltd.
- (e) "The contractor" means the individual or firm supplying the Goods under this Contract.
- (f) "**Manufacturer Authorized Reseller**" means any company which has received explicit mandate from the **Manufacturer** to act on its behalf for specified tasks with regard to the manufacturer's obligations within Kenya including but not limited to selling and supporting it's goods and services.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the KPC 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 contractor

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 contractor shall not, without the KPC'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 KPC in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.5.2 The contractor shall not, without the KPC'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 KPC and shall be returned (all copies) to the KPC on completion of the contractor's performance under the Contract if so required by the KPC

3.6 **Patent Rights**

3.6.1 The contractor shall indemnify the KPC 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 KPC's country

3.7 **Performance Security**

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

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

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

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

3.8 **Inspection and Tests**

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

3.8.2 The inspections and tests may be conducted in the premises of the contractor or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the contractor 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 KPC.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the KPC may reject the equipment, and the contractor shall replace the rejected equipment free of costs to the KPC.

3.8.4 The KPC'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 KPC or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the contractor from any warranty or other obligations under this Contract.

3.9 Packing

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

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 Delivery and Documents

3.10.1 Delivery of the Goods shall be made by the contractor in accordance with the terms specified by KPC in its Schedule of Requirements and the Special Conditions of Contract

3.11 Insurance

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery.

3.11.2 Any injuries occasioned during delivery of the goods shall be the liability of the contractor.

3.12 Payment

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

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

3.13 Prices

3.13.1 No price adjustments will be allowed under this contract.

3.13.2 Where contract price variation is allowed, the variation shall not exceed **15%** for **works** and **10%** for **goods** and **services** of the original contract price.

3.13.3 Price variation request shall be processed by the KPC within 30 days of receiving the request.

3.14. Assignment

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

3.15 Subcontracts

3.15.1 The contractor shall notify the KPC 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 contractor from any liability or obligation under the Contract.

3.16 Termination for default

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

- (a) if the contractor fails to deliver any or all of the goods within the periods specified in the Contract, or within any extension thereof granted by the KPC
- (b) if the contractor fails to perform any other obligation(s) under the Contract
- (c) if the contractor, in the judgment of the KPC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- (d) if contractor becomes insolvent.

3.16.2 In the event the KPC 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 contractor shall be liable to the KPC for any excess costs for such similar goods.

3.17 Liquidated Damages

3.17.1. If the contractor fails to deliver any or all of the goods within the period(s) specified in the contract, the KPC 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 contractor may consider termination of the contract.

3.18 Resolution of Disputes

- 3.18.1 The KPC and the contractor shall make every effort to resolve amicably by direct informal negotiation any 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 refer the matter to the High Court of Kenya.

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.

3.20 Force Majeure

- 3.20.1 Neither party shall be liable for 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.

4. SPECIAL CONDITIONS OF CONTRACT

4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

4.2. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	Performance bond shall be 1% of the contract price.
3.12.1	The terms of payment shall be 100% within 30 days of successful installation and commissioning, inspection and acceptance provided that the ICT Equipment shall be on warranty.
3.18.2	Disputes shall be referred to the High Court of Kenya.

5. SPECIFICATIONS

5.1 General

5.1.1 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.

5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.

5.1.3 All the dimensions and capacities of the equipment 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 KPC reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.

5.1.4 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.

5.2 Equipment Specifications

- 5.2.1 For each product, bidder **must** specify **Manufacturer, Make, Model and Part Number of proposed product(s)**.
- 5.2.2 Bids that do not include manufacturer Make, Model and Part Numbers shall be considered **non-responsive** and therefore shall be rejected

5.3 ASSORTED ICT HARDWARE EQUIPMENT

The table below lists equipment required.

Tenderers may bid for **any** or **all** of the **lots** listed below.

**A Separate Form of Tender MUST be filled for EACH LOT.
Bidders who fail to do so will be considered non responsive.**

LOT	DESCRIPTION	QTY
I	Small Form Factor Desktop Computers	12
II	Laptop Computers with Executive Branded Carrying Bags with Kensington Locks	30
III	I-Pad Air 2 with Cellular (GSM) support or equivalent	10
IV	Free Standing Heavy Duty LaserJet MFPs	3
V	Projector Screens (Smart Dashboards or equivalent)	5
VI	Portable LED-DLP Projectors	3

5.4.1 SPECIFICATIONS

This part covers technical conditions, which will form an integral part of the Contract. The following provisions shall supplement all the detailed technical specifications and requirements brought out in the various sections of this specification.

- 5.4.2 All equipment furnished along with the supporting structure or structures by the tenderer shall be complete in every respect, with all mountings, fittings, fixtures and standard accessories normally provided with such equipment and/or those needed for erection, completion and safe operation and maintenance of the equipment, where or not such mountings, fittings, fixtures or accessories may or may not have been specifically detailed in the respective specifications.

- 5.4.3 In addition to the codes and standards specifically mentioned in the relevant technical specifications for the equipment/system, all

equipment parts, systems and works covered under this specification shall comply with all currently applicable statutory regulations and safety codes of the Republic of Kenya.

5.4.4 The winning tenderer shall SUPPLY and INSTAL with the equipment one complete set of all special tools and tackles and other instruments required and other instruments for the erection, assembly, disassembly and proper maintenance of the equipment and systems (including software). A list of such tools and tackles shall be submitted by the Bidder along with the offer.

5.4.5 The price of each tool/tackle shall be deemed to have been included in the total bid price.

TECHNICAL SPECIFICATIONS

Small Form Factor Desktop Computers

No.	System Features	KPC Specifications	Proposed Solution (To be filled by Tenderer)
1	Type	Internationally Recognized Brand. Small Form Factor Desktop Enterprise Computer	(Specify Make, Model and Part Number)
2	Operating System	At least Windows 8.1 Pro 64 bit	
3	Processor	At least Intel 5 th Generation Core i7-2600 (3.40 GHz, 8MB cache, 4 cores)	
	Chipset	At least Intel ® Q85 Express	
4	Memory	At least 8 GB 1600 MHz DDR3; 4 DIMM slots upgradable	
5	Drive Bays	Internal drive bays One 2.5"; One 3.5" External drive bays One 3.5"; One slim line Internal 1 – 2.5", External 1 – slim line	
6	Hard Disk Drive	At least 500 GB SATA (10000 rpm)	
7	Optical Drives	At least SATA Blu-ray writer SATA DVD-ROM	
8	Audio	HD audio; Microphone and headphone front; Line-out and Line-In rear Ports; Multi-streaming capable; Internal speaker (standard)	
9	Ports	At least 4 USB 2.0, Display Port, 1 VGA, 1 DVI, 1 microphone/headphone jack, 1 line in, 1 line out, 1 RJ-45	
10	Input Devices	Optical mouse – USB, Standard UK keyboard-USB	
11	Network interface	Intel Gigabit Ethernet NIC and 802.11 b/g/n wireless	
12	Monitor	At least 17" TFT LED Monitor	
13	Chassis (H x W x D)	Not more than 100 x 338 x 379 mm	
14	Graphics	At least NVIDIA Quadro NVS 300 (512MB) or equivalent	
15	Security	Embedded Security Software, drive lock, drivers and utilities IEEE and WiFi compliant	

16	Warranty	3/3/3 Standard Warranty	
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Laptop Computers

No.	System Features	KPC Specifications	Proposed Solution (To be filled by Tenderer)
1	Type	Internationally Recognized Brand Laptop Computer	(Specify Make, Model and part number)
2	Operating System	Windows 8.1 64 bit	
3	Processor	At least 4th Generation Intel Core i7-4510U Processor (2.00GHz 1600 MHz 4MB)	
4	Memory	At least 8 GB 1600 MHz DDR3L SDRAM. Upgradable	
5	Graphics	Intel® HD Graphics 4400	
6	Hard Disk Drive	1.0 TB	
7	Optical Drives	DVD Recordable (Dual Layer)	
8	Display	At least 15.6" FHD LED Glossy Wedge (1920x1080)	
9	Camera	HD	
10	Weight	Light (less than 2Kg)	
11	LAN/USB	Gigabit, RJ45, & at least 3 USB Ports	
12	Blue Tooth/ WI-FI	Integrated Bluetooth wireless communication technology Integrated Wi-Fi	
13	Display Port	At least 1 VGA port	
14	Battery	4 Cell 41 Watt Hour Lithium-Ion	
15	Security	In-built security cable slot	
15	Warranty	3/3/3 Standard Warranty (Parts and labor included)	
16	Executive Backpack Carrying Case	Original laptop branded carrying bag with P/No.	
17	Kensington Locks	Original Kensington Locks with keys	

Free Standing Heavy Duty LaserJet MFPs

No.	System Features	KPC Specifications	Proposed Solution (To be filled by Tenderer)
1	MFP	Enterprise MFP	(Specify Make, Model and part number)
2	Device Type	Print, Copy & Scan.	
3	Printing speed	At least 45ppm	
4	Duty Cycle	At least 200,000 pages	
5	Processor speed	At least 1000MHz	
6	Printing technology	Laser with Auto-On/Auto-Off technology	
7	Print Quality	At least 1200 by 1200 dpi	
8	Memory	At least 1GB memory At least HDD – 320GB	
9	Connectivity Standard	Gigabit Ethernet	
10	Document handling	At least 1No. 250-sheet output At least 2No. 500-sheet output	
11	Media sizes supported	A4, B4, B5, A5, A3	
13	Duplex Printing	Automatic (Standard)	
14	Paper trays	5 input, 2 output	
15	Digital Sending	At least Send-to-email, send-to-network	
16	Scanner	Flatbed, Reversing ADF, Scan to / print from USB	
17	Copier reduce/enlarge	25 to 400%,	
19	Software support	Win 7, Win 8, Unix - 64-bit support, drivers and utilities	
22	Warranty	One-year on-site	

LCD Projector

No.	System Features	KPC Specifications	Proposed Solution <i>(To be filled by Tenderer)</i>
1	<i>Make</i>	Internationally Recognized Brand	<i>(Specify Make, Model and part number)</i>
2	<i>Form Factor</i>	Highly portable table top and ceiling mountable projector	
3	<i>ANSI Luminance</i>	at least 4,200 ANSI Lumens	
	<i>Projection Technology</i>	LED-DLP	
4	<i>Resolution</i>	at least 1024x768 pixels	
5	<i>Contrast Ratio</i>	at least 2000:1	
6	<i>Weight</i>	Not more 2.6 kg	
7	<i>Lamp Life</i>	at least 2500 hours	
8	<i>Other Features</i>	<ul style="list-style-type: none"> • <i>Wireless Connectivity</i> • <i>Auto Source Find</i> • <i>IP ready</i> • <i>Direct USB presentation capability</i> • <i>Windows 7 compatible</i> • <i>In built speaker</i> • <i>OSD (language) English</i> • <i>Kensington Lock slot</i> 	
9	<i>Installation</i>	<ul style="list-style-type: none"> • <i>You are required to mount the projectors in the boardrooms</i> • <i>Include all Installation accessories</i> 	

IPAD AIR 2 OR GREATER

Models	Wi-Fi + Cellular
Capacity and Price	At least 128GB
Weight and Dimensions	Height: 9.4 inches (240 mm)
	Width: 6.6 inches (169.5 mm)
	Depth: 0.24 inch (6.1 mm)
Weight and Dimensions	Weight: 0.98 pound (444 g)
	9.4 inches (240 mm)
	6.6 inches (169.5 mm)
Weight and Dimensions	0.24 inch (6.1 mm)
	Retina display.
	9.7-inch (diagonal) LED-backlit widescreen Multi-Touch display with IPS technology
Display	2048-by-1536-pixel resolution at 264 ppi
	Fingerprint-resistant oleophobic coating
	Fully laminated display
	Antireflective coating
Chip	At least A8X chip with 64-bit architecture
	At least M8 motion coprocessor
Cameras, Photos, and Video Recording	iSight Camera
	<ul style="list-style-type: none"> • 8MP iSight camera • Autofocus • <i>f</i>/2.4 aperture • Five-element lens • Hybrid IR filter • Backside illumination • Improved face detection • Exposure control • Panorama (up to 43MP) • Burst mode • Tap to focus • Photo geotagging

	<ul style="list-style-type: none"> • Timer mode <p>Video Recording</p> <ul style="list-style-type: none"> • 1080p HD video recording (30 fps) • Slo-mo (120 fps) • Time-lapse video • Video image stabilization • Improved face detection • 3x video zoom • Video geotagging <p>FaceTime HD Camera</p> <ul style="list-style-type: none"> • 1.2MP photos • <i>f</i>/2.2 aperture • 720p HD video recording • Backside illumination • Auto HDR photos and videos • Improved face detection • Burst mode • Exposure control • Timer mode
Touch ID	<ul style="list-style-type: none"> • Fingerprint identity sensor built into the Home button
Cellular and Wireless	<p>Wi-Fi + Cellular model</p> <ul style="list-style-type: none"> • Wi-Fi (802.11a/b/g/n/ac); dual channel (2.4GHz and 5GHz); HT80 with MIMO • Bluetooth 4.0 technology • UMTS/HSPA/HSPA+/DC-HSDPA (850, 900, 1700/2100, 1900, 2100 MHz); GSM/EDGE (850, 900, 1800, 1900 MHz) • CDMA EV-DO Rev. A and Rev. B (800, 1900 MHz) • LTE (Bands 1, 2, 3, 4, 5, 7, 8, 13, 17, 18, 19, 20, 25, 26, 28, 29, 38, 39, 40, 41)³ • Data only⁴ • Includes Apple SIM — U.S. and UK only
Location	<ul style="list-style-type: none"> • Digital compass • Wi-Fi • Assisted GPS and GLONASS • Cellular • iBeacon microlocation
Video Calling	<ul style="list-style-type: none"> • FaceTime video

	<ul style="list-style-type: none"> • iPad Air to any FaceTime-enabled device over Wi-Fi or cellular
Audio Calling	<ul style="list-style-type: none"> • FaceTime audio • iPad Air to any FaceTime-enabled device over Wi-Fi or cellular
Audio Playback	<ul style="list-style-type: none"> • Frequency response: 20Hz to 20,000Hz • Audio formats supported: AAC (8 to 320 Kbps), 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+), Apple Lossless, AIFF, and WAV • User-configurable maximum volume limit
TV and Video	<ul style="list-style-type: none"> • Air Play Mirroring, photos, audio, and video out to Apple TV (2nd generation or later) • Video mirroring and video out support: Up to 1080p through Lightning Digital AV Adapter and Lightning to VGA Adapter (adapters sold separately) • Video formats supported: H.264 video up to 1080p, 60 frames per second, High Profile level 5.0 with AAC-LC audio up to 160 Kbps, 48kHz, stereo audio in .m4v, .mp4, and .mov file formats; MPEG-4 video up to 2.5 Mbps, 640 by 480 pixels, 30 frames per second, Simple Profile with AAC-LC audio up to 160 Kbps per channel, 48kHz, stereo audio in .m4v, .mp4, and .mov file formats; Motion JPEG (M-JPEG) up to 35 Mbps, 1280 by 720 pixels, 30 frames per second, audio in ulaw, PCM stereo audio in .avi file format
Intelligent Assistant	<ul style="list-style-type: none"> • Siri — Use your voice to send messages, set reminders, and more • Use hands-free • Listen and identify songs
External Buttons and Connectors	<p>Home/Touch ID sensor</p> <p>Built-in stereo speakers</p> <p>Lightning connector</p> <p>3.5 mm stereo headphone jack</p> <p>Dual microphones</p> <p>On/Off Sleep/Wake</p> <p>Volume up/down</p>
Power and Battery	<ul style="list-style-type: none"> • Built-in 27.3-watt-hour rechargeable lithium-polymer battery • Up to 10 hours of surfing the web on Wi-Fi, watching video, or listening to music • Up to 9 hours of surfing the web using cellular data network

	<ul style="list-style-type: none"> • Charging via power adapter or USB to computer system
Sensors	<ul style="list-style-type: none"> • Touch ID • Three-axis gyro • Accelerometer • Barometer • Ambient light sensor

Operating System	<p>At least iOS 8</p> <ul style="list-style-type: none"> • With amazing new capabilities and updates to features you use every day, iOS 8 is the biggest iOS release ever.
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Comment [AG1]:

Colour LaserJet Printers

No.	System Features	KPC Specifications	Proposed Solution <i>(To be filled by Tenderer)</i>
1	<i>MFP</i>	Color Laserjet Printers	<i>(Specify manufacturer Make, Model and part number)</i>
2	<i>Device Type</i>	Color - Printing	
3	<i>Printing speed</i>	At least 20ppm	
4	<i>Monthly Duty Cycle</i>	Up to 30,000 Pages	
5	<i>Processor speed</i>	At least 1000MHz	
6	<i>Printing technology</i>	Laser with Auto-On/Auto-Off technology	
7	<i>Print Quality</i>	At least 1200 by1200 dpi	
8	<i>Memory</i>	256 MB	
9	<i>Connectivity Standard</i>	Ethernet/Fast Ethernet networking, network protocol TCP/IP , wireless	
10	<i>Document handling</i>	150-sheet input tray, Multipurpose tray	
11	<i>Media sizes supported</i>	A4, A5(L), A5(P), A6, B5, B6, 16k, 10 x 15 cm, Post Cards (JIS); Envelopes (DL, C5, B5)	
12	<i>Duplex Printing</i>	Automatic (Standard)	
13	<i>Paper trays</i>	At least 1 input, 1 output	
15	<i>Software support</i>	Win 7, Win 8, Unix - 64-bit support, drivers and utilities	
16	Consumables	Provide extra Toner Kit.	
17	<i>Warranty</i>	One-year on-site	
18	Toner Price	Specify how much the price of the toner is.	

SECTION VI:

6.0 SCHEDULE OF REQUIREMENTS

6.1 Interested firms may bid for any or all of the items listed
A Separate Form of Tender MUST be filled for EACH LOT.
Bidders who fail to do so will be considered non responsive

LOT	DESCRIPTION	QTY
I	Small Form Factor Desktop Computers	12
II	Laptop Computers with Executive Branded Carrying Bags with Kensington Locks	30
III	I-Pad Air 2 with Cellular (GSM) support or equivalent	10
IV	Free Standing Heavy Duty LaserJet MFPs	3
V	Projector Screens (Smart Dashboards or equivalent)	5
VI	Portable LED-DLP Projectors	3

Evaluation Criteria

The evaluation will be based on responsiveness to KPC's mandatory requirements.

Each bidder will be evaluated for responsiveness against KPC technical specifications.

Only bidders whose bids are responsive will proceed to Financial Evaluation.

In the financial evaluation the bidder whose bid is lowest pricewise may be considered for award.

SCHEDULE OF REQUIREMENTS

LOT	DESCRIPTION	QTY
I	Small Form Factor Desktop Computers	12
II	Laptop Computers with Executive Branded Carrying Bags with Kensington Locks	30
III	I-Pad Air 2 with Cellular (GSM) support or equivalent	10
IV	Free Standing Heavy Duty LaserJet MFPs	3
V	Projector Screens (Smart Dashboards or equivalent)	5
VI	Portable LED-DLP Projectors	3

**SECTION VII:
PRICE SCHEDULE FOR GOODS**

Name of tenderer _____ Tender Number _____ Page _____ of _____

1	2	3	4	5	6	7
Item	Description	Country of origin	Quantity	Unit price	Total Price EXW per item (cols. 4x5)	Unit price of other incidental services payable

Signature of tenderer _____

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

SECTION VIII - STANDARD FORMS

Notes on the sample Forms

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

8.1 **FORM OF TENDER**

Date _____
Tender No. _____

To: _____

[name and address of KPC]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to SUPPLY AND INSTALLATION ASSORTED ICT HARDWARE FOR MORENDATE INSTITUTE OF OIL AND GAS(..... *(Insert equipment description and Lot No.)* in conformity with the said tender documents for the sum of *(total tender amount in words and figures) inclusive of all taxes* (where applicable) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to **1% percent** of the Contract Price for the due performance of the Contract , in the form prescribed by *(KPC)*.

4. We agree to abide by this Tender for a period of **150 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 and on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No. Fax E mail

Nature of Business

Registration Certificate No.

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

Name of your bankers Branch

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.

8.3 **DECLARATION FORM**

To:

Date:

.....
The Managing Director,
Kenya Pipeline Company Ltd,
KenPipe Plaza
Sekondi Rd, off Nanyuki Rd, Industrial Area
P. O. Box 73442-00200
Nairobi, Kenya.

The tenderer i.e. (name and address)

.....
.....
.....
.....

declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been convicted or involved in and will not be involved in corrupt and fraudulent practices.
- c) Has not been insolvent, in receivership, bankrupt or is not in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- d) Is not guilty of any serious violation of fair employment Laws and practices.

.....
.....

Name
Date

Signature

(To be signed by authorized representative and officially stamped)

8.4 CONTRACT FORM

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

WHEREAS the KPC invited tenders for certain goods] and has accepted a tender by the
tenderer for the SUPPLY AND INSTALLATION 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) KPC's Notification of Award
3. In consideration of the payments to be made by the KPC to the tenderer as hereinafter mentioned, the tender hereby covenants with the KPC to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The KPC 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 KPC

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

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

To
[name of KPC]

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

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

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

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

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

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.6 MANUFACTURER’S AUTHORIZATION FORM

To [name of the KPC]

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

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

[signature for and on behalf of manufacturer]

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

8.7 LETTER OF NOTIFICATION OF AWARD

Address of KPC

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

8.8 TENDER SECURING DECLARATION FORM
(to be submitted on the tenderer's letterhead)

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

Tender: KPC/PU/032-OT/17
**TENDER FOR SUPPLY AND INSTALLATION OF ASSORTED ICT HARDWARE
FOR MIOG**

To:
The MANAGING DIRECTOR
Kenya Pipeline Company Ltd
Kenpipe Plaza
Off Nanyuki Road
Industrial Area
P.O Box 73442-00200
NAIROBI

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with KPC for the period of 2 years from the date of Notification of Award, if we are in breach of our obligation(s) under the bid conditions, because we-
 - a) Have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
 - b) Having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,
 - i. Fail or refuse to execute the Contract, if required, or
 - ii. Fail or refuse to furnish the Performance security, in accordance with the ITT
3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of
 - i. Our receipt of a copy of your notification of the name of the successful Bidder; or
 - ii. Twenty-eight days after the expiration of our tender
4. We understand that if we are in a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

.....
Name of Tenderer