



**MINISTRY OF AGRICULTURE, LIVESTOCK, FISHERIES  
AND IRRIGATION  
STATE DEPARTMENT FOR CROPDEVELOPMENT**

**KENYA CEREAL ENHANCEMENT PROGRAMME –  
CLIMATE RESILIENT AGRICULTURAL LIVELIHOODS  
WINDOW (KCEP-CRAL)**

**TENDER FOR SUPPLY AND DELIVERY OF LAPTOPS  
AND PRINTERS FOR COUNTY STAFF**

**MOALF/SDCD/KCEP-CRAL/PROC/013/2018-2019**

**Closing Date 23<sup>rd</sup> August, 2018 0900am**

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*Tender for supply and Delivery of Laptops and Printers for County Staff for KCEP-CRAL*

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## **SECTION I: INVITATION TO TENDER**

The Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window invites sealed tenders from eligible candidates for the **supply and delivery of laptops and printers for County staff for KCEP-CRAL** whose specifications are detailed in this Tender Document.

#	ITEM DESCRIPTION	QUANTITY
1	Laptops (13" - 15.6" Minimum Core i3, at least 7th Gen Intel,	218
2	Portable Printer	31

Interested eligible Bidders may inspect the bidding document from KCEP-CRAL office situated at KALRO KABETE grounds, along Waiyaki Way in Westlands, before the tender closing date within working hours from 8.30 am to 4.30 pm on Mondays to Fridays, except on public holidays.

The bidding document will be purchased or downloaded by interested Bidders upon the submission of a written application to the address below and upon payment of a non-refundable fee of Ksh 1,000. The document may also be downloaded FREE OF CHARGE from the Ministry's website: [www.kilimo.go.ke](http://www.kilimo.go.ke) under "tender" links or the Programme website [www.kcepcral.go.ke](http://www.kcepcral.go.ke) or obtain a hard copy of the tender document from KCEP-CRAL office at KALRO-NARL, upon payment to KCEP-CRAL, a non-refundable fee of KES. 1,000 (through a bankers cheque only) or direct deposit to Equity Bank: (code: 68); Account NO: 1510263657085; Mayfair branch (code 151); SWIFT CODE: EQBLKENA.

Eligible bidders must forward their particulars immediately for records and any further tender clarifications and addenda. Downloaded copies are FREE. Email particulars to [tenders.kcepcralprogramme@gmail.com](mailto:tenders.kcepcralprogramme@gmail.com).

Tenders must be accompanied by security in the format specified in the attached form of tender Security, in a bank's letterhead, and amount indicated. The tender must be delivered in plain sealed envelope clearly marked **'TENDER FOR SUPPLY & DELIVERY OF LAPTOPS AND PRINTERS FOR COUNTY STAFF FOR KCEP-CRAL**.

The **original** and **one** copy of the tender must be delivered to and dropped in the tender box situated at the reception of MOA&I Ground floor, Kilimo house, Cathedral Road so as to reach the below address:

**The Principal Secretary,  
State Department for Crops Development,  
Kilimo House, Cathedral Road  
P.O. Box 30028-00100,  
NAIROBI.**

**On or before: 23<sup>rd</sup> August 2018 at 9.00am**

**Tenders will be opened at 23<sup>rd</sup> August 2018 at 9.30am** in the presence of the Bidders' Representatives who choose to attend at **Kilimo House, 7<sup>th</sup> Floor Boardroom**.

## **SECTION II: INSTRUCTIONS TO TENDERERS**

### **Introduction**

#### **1. Eligible Tenderers**

1.1 This Invitation for Tenders is open to all tenderers eligible as described in the tender documents. Successful tenderers shall complete the supply of services by the intended completion date specified in the tender documents.

#### **2. Cost of Tendering**

2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

#### **3. Tender Document Contents**

3.1 The tender document will comprise the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders.

- (i) Invitation for Tenders
- (ii) Instruction to Tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Price schedules
- (vi) Technical Specifications
- (vii) Tender Form
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form

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.

#### **4. Clarification of Documents**

4.1 A prospective tenderer requiring any clarification of the tender document may notify Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) in writing or facsimile at the address indicated in the Invitation for tenders.

Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window will respond in writing to any request for clarification of the tender documents, which it receives five (5) days prior to the deadline for the submission of tenders. Written copies of Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window 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.

## **5. Amendment of Documents**

5.1 At any time prior to the deadline for submission of tenders, Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window 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.

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

5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window at its discretion, may extend the deadline for the submission of tenders.

## **Preparation of Tenders**

### **6. Language of Tender**

The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window 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.

### **7. Documents Comprising the Tender**

7.1 The tender prepared by the tenderers shall comprise the following components

- (a) a Tender Form and a Price Schedule completed;
- (b) documentary evidence that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence 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

### **8. Tender Form**

8.1 The financial proposal shall follow standards in 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, and prices.

### **9. Tender Prices**

9.1 The tenderer shall indicate on an appropriate Price Schedule the unit prices and total tender price of the services/goods it proposes to supply under the contract.

9.2 Prices quoted by the tenderer 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.

## **10. Tender Currencies**

10.1 Prices shall be quoted in the following currencies:

(a) For services and goods that the tenderer will supply, the prices shall be quoted in Kenya shillings.

## **11. Tenderers Eligibility and Qualifications.**

11.1 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.

11.2 That the tenderer has the financial, technical, and capability necessary to perform the contract.

11.3 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 supply the Tenderer's Services prescribed in the Conditions of Contract and or Technical Specifications.

## **12. Goods' Eligibility and Conformity to Tender Document.**

12.1 The tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of Goods and Services, which the tenderer proposes to supply under the contract.

12.2 The documentary evidence of the eligibility of the good and services 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.

12.3 The documentary evidence of conformity of the goods and Services 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 characteristics of the goods and services.

(b) A clause-by-clause commentary on the Technical Specifications demonstrating substantial responsiveness of the Goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

For purposes of the documentary evidence to be furnished pursuant to paragraph 12.3 above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by KCEP-CRAL 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

KCEP-CRAL's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

### **13. Tender Security**

13.1 The tenderer shall furnish, as part of its tender, a tender security for the amount of **Ksh 300,000** with a Validity period of **150days** and form specified in the Appendix to Instructions to Tenderers.

13.2 The tender security is required to protect KCEP-CRAL against the risk of Tenderer's conduct which would warrant the security's forfeiture.

13.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in one of the following forms;

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

13.4 Any tender not secured in accordance with paragraph 13.1 and 13.3 shall be rejected as non-responsive.

13.5 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

13.4 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract and furnishing the performance security.

13.5 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity.
- (b) In the case of a successful tenderer, if the tenderer fails:
  - (i) To sign the contract
  - (ii) To furnish performance security
- (c) If the tenderer rejects correction of an arithmetic error in the tender.

13.6 Notwithstanding paragraph 13.1, No tender securities shall be required from small and micro enterprises or enterprises owned by disadvantage groups participating in this tender.

13.7 Notwithstanding paragraph 13.6, target groups shall be required to complete and sign the Tender Securing Declaration Form set out in the Second Schedule.

13.8 Any bidder from the target group who fails to adhere to the terms of the Tender Securing Declaration Form shall be liable to debarment pursuant to section 115 of the Act.

#### **14. Validity of Tenders**

14.1 Tenders shall remain valid for 120 days or as specified in the tender documents after date of tender opening prescribed in the invitation to tender. A tender valid for a shorter period shall be rejected by Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window as non-responsive.

14.2 In exceptional circumstances, Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window 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 13 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.

#### **15. Format and Signing of Tender**

15.1 The supplier shall prepare the bid documents with **one copy**. Each document and shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. In the event of any discrepancy between them, the original shall govern.

15.2 The original and all copies of the tender documents 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 letter of 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 initialed by the person or persons signing the tender.

15.3 The tender shall have no interlineation, 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.

#### **16. Submission of Tenders**

##### **16.1 Sealing and Marking of Tenders**

16.1 The original and the one copy of the tender shall be placed in a sealed envelope clearly marked "Tender for supply and delivery of Laptops and Printers for county staff for KCEP-CRAL".

16.2 The inner and outer envelopes shall be addressed to:

**The Principal Secretary,  
State Department for Crops Development,  
Kilimo House, Cathedral Road  
P.O. Box 30028-00100,  
NAIROBI.**

and dropped in the tender box situated at the reception of Ministry of Agriculture and Irrigation, Ground floor, Kilimo House, Cathedral Road.



In addition to the instructions in 16.2 bear, **“Tender for supply & delivery of Laptops and Printers for county staff for KCEP-CRAL”** and the words: **“DO NOT OPEN BEFORE 23<sup>rd</sup> August 2018 at 9.00am”**

16.3 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”.

If the outer envelope is not sealed and marked as required by paragraph 16.2, Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window will assume no responsibility for the tender’s misplacement or premature opening.

## **17. Deadline for Submission of Tenders**

17.1 The completed tender document must be delivered at the submission address as specified in 16.2 on or before **23<sup>rd</sup> August 2018 at 9.00am**. Any proposal received after the closing time for submission of tenders shall be returned unopened.

17.2 Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents, in which case all rights and obligations of Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

## **18. Modifications and Withdrawal of Tenders**

18.1 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 Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window prior to the deadline prescribed for submission of tenders.

18.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provision. 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.

18.3 No tender may be modified after the deadline for submission of tenders. 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 or debarment pursuant to paragraph 13.8 above.

## **20. Opening and Evaluation of Tenders**

### **20.1 Opening of Tenders**

Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window will open all tenders in the presence of tenderers’ representatives who

choose to attend **23<sup>rd</sup> August 2018 at 9.30am** at the boardroom on 7<sup>th</sup> floor, Kilimo House. The tenderers' representatives who choose to attend and are present shall sign a register evidencing their attendance.

20.2 After the deadline for submission of tenders the tender document shall be opened for evaluation.

After the technical evaluation is completed, Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window shall notify those bidders whose tenders did not pass the technical evaluation or were considered non-responsive.

20.3 **There shall be no correction of errors.** The tender sum submitted and read out during the tender opening shall be absolute and final and shall not be subject of correction, adjustment or amendment in any way by any person or entity.

## **21. Clarification of Tenders**

21.1 To assist in the examination, evaluation and comparison of tenders Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window 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.

Any effort by the tenderer to influence the tender evaluation, tender comparison or contract award decisions shall result in the rejection of the tenderers' tender.

## **22. Preliminary Examination**

22.1 Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window 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.

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 may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

22.3 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be subject of correction, adjustment or amendment in any way by any person or entity.

22.4 Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window 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 and tenderer.

22.5 Prior to the detailed evaluation, pursuant to paragraph 22, Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window 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. Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

22.6 If a tender is not substantially responsive, it will be rejected by Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

### **23. Evaluations and Comparison of Tenders**

23.1 Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window will evaluate and compare the tenders which have been determined to be substantially responsive.

All tender responses will be evaluated technically and financially and the winning proposal will be selected on the basis of "lowest evaluated bid" with respect to the following set criteria order:

#### **a) Mandatory requirements**

1. Attach a copy of the business registration/ certificate of incorporation
2. Duly filled Business Questionnaire in the format provided
3. Duly serialized and paginated bid document with all the attachments included.
4. Submission of the required number of copies for the Bid Document
5. Valid Tax Compliance Certificate.
6. Duly Filled Form of Tender with a validity of 120days
7. Manufacturers Authorization Form or certificate of agency. Must be Signed and Stamped
8. A tender security of **Ksh 300,000** in the provided format valid for **150days** or a Duly filled and signed tender securing declaration forms. Attach a Valid Copy of Certificate of Registration in the target group by either National Treasury or County Government
9. Attach a certified copy of CR12

#### **b) Technical Requirements**

- 1) Compliance with technical specifications with respect to the required items/services.
- 2) Must provide documentation on the products to be supplied.
- 3) Must provide delivery schedule.

- 4) Must demonstrate similar works/supplies done in Kenya
- 5) Duly filled and signed tender form.

23.2 Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window evaluation of a tender will exclude and shall not take into account: Any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

23.3 The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the Goods Offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the Goods.

23.6 Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors:

1. The cost of goods
2. Delivery schedule offered in the tender;
3. Deviations in payment schedule from that specified in the Special Conditions of Contract.

#### **24 Deviation in payment schedule**

Tenderers shall state their tender price for the payment of schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this 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. Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window may consider the alternative payment schedule offered by the selected tenderer.

#### **25. Contacting Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window**

25.1 Subject to paragraph 20, no tenderer shall contact Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

25.2 Any effort by a tenderer to influence Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

#### **26. Award of Contract Post-qualification**

26.1 In the absence of pre-qualification, Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window 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.

26.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer as well as such other information as Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window deems necessary and appropriate.

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 Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## **27. Award Criteria**

The contract will be awarded to the most competitively priced-compliant bidder for all the items

The Award shall be done for all items. The award shall be the Lowest Evaluated Bidder.

## **28. Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window Right to Vary Quantity**

Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window 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. The quantity variation for the goods shall not exceed fifteen per cent of the original quantity

## **29. Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window Right to Accept or Reject Any or All Tenders**

Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to notification of 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 Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window action.

### **30. Notification of Award**

30.1 Prior to the expiration of the period of tender validity, Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window will notify the successful tenderer in writing that its tender has been accepted.

30.2 The notification of award will constitute the intention to enter into a Contract.

30.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 32, Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window will promptly notify each unsuccessful tenderers and will discharge their tender security.

### **31. Signing of Contract**

31.1 At the same time as Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window notifies the successful tenderer that its tender has been accepted, Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

31.2 Within fifteen (15) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window.

### **32. Performance Security**

32.1 Within fifteen (15) days of the receipt of notification of award from KCEP-CRAL 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 Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window.

32.2 Failure of the successful tenderer to comply with the requirement of paragraph 31 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window may make the award to the next lowest evaluated Candidate or call for new tenders.

### **33. Corrupt Fraudulent Practices**

33.1 Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window:-

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

“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

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window and includes collusive practice among tenderer(s) (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window of the benefits of free and open competition;

(b) 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;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

33.2 Furthermore, tenderers shall be aware of the provision stated in the General Conditions of Contract.

## **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

<b>INSTRUCTIONS TO TENDERERS REFERENCE</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
<b>Clause 1.1</b>	The invitation is Only open to all eligible, qualified and competent bidders.
<b>Clause 2.5</b>	<p><b><u>Evaluation and Comparison of Tenders:</u></b></p> <p>The tenders will be evaluated in three stages as follows:</p> <p><b>A) <u>Stage One: Preliminary Evaluation (Mandatory Requirements.)</u></b></p> <ol style="list-style-type: none"> <li>1) Attach a copy of the business registration/ certificate of incorporation</li> <li>2) Duly filled Business Questionnaire in the format provided</li> <li>3) Duly serialized and paginated bid document with all the attachments in the included.</li> <li>4) Submission of required number of copies for the Bid Document</li> <li>5) Valid Tax Compliance Certificate.</li> <li>6) Duly Filled Form of Tender with a validity of <b>120days</b></li> <li>7) Manufacturers Authorization Form or certificate of agency. Must be Signed and Stamped</li> <li>8) The tender security of <b>Ksh 300,000</b> valid for <b>150days</b> or a Duly filled and signed tender securing declaration forms. Attach a Valid Copy of Certificate of Registration in the target group by either National Treasury or county government</li> <li>9) Attach a Certified copy of CR12</li> </ol> <p><b>All copies should be certified by commissioner of oaths</b></p> <p><b>N/B: ALL THE ABOVE MUST BE MET TO QUALIFY FOR THE 2<sup>ND</sup> STAGE</b></p> <p><b><u>B) Stage Two: Technical Evaluation:</u></b></p> <p>Bidders that will pass the Technical Evaluation (i.e. those that offered items in each lot which are compliant with the desired technical and other specifications, which include:</p> <ol style="list-style-type: none"> <li>1. Conformity to desired Specifications in the Schedule of requirements</li> <li>2. Submission of Brochures and Literature</li> <li>3. Analysis and acceptance of relevant Brochures / literature will have their prices evaluated.</li> <li>4. All items must be quoted for in the price schedules.</li> </ol>



5. Bidders MUST provide a substantive response for all features irrespective of any attached technical documents. Use of Yes, No, tick, compliant etc. will be considered **non-responsive**
6. All items i.e. Laptops and Printers MUST be quoted for, failure for which the bidder shall be disqualified.
7. All items MUST be quoted accurately in both unit and total price
8. A pass mark of **24points** shall be required to proceed for financial evaluation

Criteria	Max Score	Evaluation Attribute
<p>Conformity to Specifications:</p> <p>1. Must provide brochures of the item.</p> <p>2. Must respond substantially to the minimum requirements provided</p>	20Points	<p>i) Provide Brochures and demonstrate the conformity to meeting all Minimum specifications – Max 10Points <i>-5points for Laptops and 5points for Printers)</i></p> <p>ii) Provide substantive response for all features irrespective of any attached technical documents. _ Max 10Points <i>Use of Yes, No, tick, compliant etc. will be considered non-responsive -5points for Laptops and 5points for Printers</i></p>
<p>Experience of the firm in supply of ICT Equipment and Accessories</p> <p>1. Must provide purchase orders to demonstrate previous experience</p> <p>2. Must provide a summary of clients, giving the contract reference, value of contract, year of contract and the contact person</p>	15Points	<p>i) Provide a minimum of 4Purchase orders -Above 4Purchase Orders: 5points 3-4 LPOs:3points 0-2 LPOs:1Point</p> <p>ii) Provide a Summary of previous supplies giving all details as required: Max 5Points</p> <p>iii) Provide Completion Certificates / Reference letters with details of ICT Equipment supplied, value of the order of previous supplies: Above 4 Completion Certificate: 5points</p>

			3-4 completion certificate:3points 0-2 completion certificate:1Point
<p><b>C) Stage Three: Price Evaluation:</b></p> <p>Financial Evaluation will be done as follows:</p> <ul style="list-style-type: none"> <li>• The bidder with the lowest evaluated financial bid will be recommended for the award of the contract for all the items.</li> <li>• The bidder shall be awarded if evaluated to be most responsive and lowest evaluated price.</li> <li>• Minimum of <b>60 days'</b> credit period is required after delivery, inspection and acceptance of the items.</li> <li>• In case of discrepancy between unit price and total, the <b>unit price</b> shall prevail.</li> <li>• If there is a tie on the lowest quoted sum price, competitive negotiations as prescribed in section 132 of the PPAD ACT 2015 shall be used to determine award.</li> <li>• Unrealistic low or high prices shall be rejected, depending on the prevailing market price of the brand of item tendered.</li> </ul> <p><b>Determination of evaluated price for each bid will be based on the following:</b></p> <ul style="list-style-type: none"> <li>• Checking for any arithmetic errors in the tender.</li> <li>• All bidders shall quote using Kenya Shillings</li> <li>• Application of any discount offered on the tender.</li> <li>• Comparison of the item's prevailing actual market prices.</li> </ul>			
<p><b>Clause 13.6</b> <b>Clause 13 .7</b></p>	<p>AGPO certificate holders will not be required to submit the bid bond/tender security. A tender Securing Declaration form shall be Mandatory Valid for 150 days</p>		
<p><b>Clause 17.1</b></p>	<p>Tenders must be submitted on or before <b>23rd August 2018 9.00am</b></p>		
<p><b>Clause 19</b></p>	<p>The tenders will be opened in the presence of tenderer's representatives, who choose to attend at <b>23rd August 2018 9.30am</b></p>		
<p><b>Opening of Tender</b></p>	<p><b>Clause 82:</b> There shall be no correction of errors. The tender sum submitted and read out during the tender opening shall be absolute and final and shall not be subject of correction, adjustment or amendment in any way by any person or entity.</p>		

## **SECTION III: GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions**

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

**The Procuring Entity / Purchaser** is Kenya Cereal Enhancement Programme–Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) of P.O. Box 30028-00100, Nairobi, Kenya and includes the Procuring Entity’s legal representative’s successors or assignees.

**“The Contract”** means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

**“The Contract Price”** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

**“The Goods”** Goods – Means all equipment machinery, Services and / or other materials which the supplier is required to supply to the purchaser under the contract.

**“The Service”** means those services ancillaries to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.

**“GCC”** means the General Conditions of Contract contained in this section.

**“SCC”** means the Special Conditions of contract contained in this section.

### **2. Application**

2.1 These General Conditions shall apply in all Contracts made by KCEP-CRAL for the procurement of the Goods.

### **3. Country of Origin**

3.1.1 For purposes of this clause, “Origin” means the place where the Goods were manufactured, assembled, mined, grown or produced.

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

### **4. Standards**

4.1 The goods provided under this Contract shall conform to the standards mentioned in the Technical Specifications.

## **5. Use of Contract Documents and Information**

5.1 The Candidate shall not, without KCEP-CRAL's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of KCEP-CRAL in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

5.2 The tenderer shall not, without Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window prior written consent, make use of any document or information enumerated in paragraph 5.1 above.

5.3 Any document, other than the Contract itself, enumerated in paragraph 5.1 shall remain the property of Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window and shall be returned (all copies) to Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window on completion of the Tenderer's performance under the Contract if so required by Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window.

## **6. Patent Rights**

6.1 The tenderer shall indemnify Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods / Services or any part thereof in Kenya.

## **7. Performance Security**

7.1 Within fifteen (15) days of receipt of the notification of Contract award, the successful tenderer shall furnish to Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window the performance security in the amount specified in Special Conditions of Contract.

7.2 The proceeds of the performance security shall be payable to Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window 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 Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window in the form provided in the tender documents.

7.4 The performance security will be discharged by Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window and returned to the Candidate not later than thirty (30) days following the date of completion of the

Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

**8. Inspection and Tests**

8.1 Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window or its representative shall have the right to inspect and/or to test the Services to confirm their conformity to the Contract specifications. Notification shall be done to the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

8.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window.

8.3 Should any inspected or tested Goods fail to conform to the Specifications, Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window may reject the Goods, and the tenderer shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of charge to Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window.

8.4 Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window'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 Goods having previously been inspected, tested, and passed by Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window or its representative prior to the Goods' delivery.

8.5 Nothing in paragraph 8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

**9.Packing**

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

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.

**10 Delivery and Documents**

Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Kenya Cereal Enhancement Programme-Climate Resilient Agricultural

Livelihoods Window in its Schedule of Requirements and the Special Conditions of Contract.

### **11. Insurance**

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

### **12. Payment**

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

12.2 Payments shall be made promptly by Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window as specified in the contract.

### **13. Prices**

Prices charged by the tenderer for Goods delivered and Services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

### **14. Assignment**

14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window prior written consent.

### **15. Subcontracts**

15.1 The tenderer shall notify Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract.

### **16. Termination for Default**

16.1 Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- (a) if the tenderer fails to deliver the goods within the period(s) specified in the Contract, or within any extension thereof granted by KCEP-CRAL
- (b) if the tenderer fails to perform any other obligation(s) under the Contract.
- (c) if the tenderer, in the judgment of Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

16.2 In the event Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window terminates the Contract in whole or in part, it may

procure, upon such terms and in such manner as it deems appropriate, Service similar to those undelivered, and the tenderer shall be liable to Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window for any excess costs for the Service.

### **17. Liquidated Damages**

17.1 If the tenderer fails to deliver of the Service within the period(s) specified in the contract, Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window 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 Service up to a maximum deduction of 10%. After this the tenderer may consider termination of the contract.

### **19. Languages and Law**

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

### **20. Force Majeure**

20.1 The tenderer shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that it delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

20.2 Force Majeure shall not include any event which is caused by the negligence, action or inaction of a tenderer or such tenderer's collaborators, agents or employees nor any event which a diligent tenderer could have been expected to take into account at the time of execution of the Contract and avoid or overcome in the carrying out of its obligations herein. In the event of a Force Majeure event, the tenderer undertakes to consult KCEP-CRAL in order to agree on an appropriate course of action in the given circumstances.'

### **21. Termination for Insolvency**

21.1 KCEP-CRAL may at 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 prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to KCEP-CRAL.

### **22. Termination for Convenience**

22.1 KCEP-CRAL 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 KCEP-CRAL's convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

22.2 For the remaining part of the contract after termination KCEP-CRAL may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

**23. Resolution of Disputes**

23.1 KCEP-CRAL and the contractor shall make every effort to resolve amicably by direct negotiations and disagreement or disputes arising between them under or in connection with the contract.

23.2 If after thirty (30) days from the commencement of such negotiations both parties have been unable to resolve amicably a dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

**24. Governing Language**

24.1 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.

**25. Applicable Law**

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

**26. Notices**

26.1 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 Email and confirmed in writing to the other party's address specified in the SCC.

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

**27 Taxes**

**27.1. Taxes**

"Taxes" means all present and future taxes, levies, duties, charges, assessments, deductions or withholdings whatsoever, including any interest thereon, and any penalties and fines with respect thereto, wherever imposed, levied, collected, or withheld pursuant to any regulation having the force of law and "Taxation" shall be construed accordingly.

**27.2 Local Taxation**

i). Nothing in the Contract shall relieve the Contractor and/or his Sub-Contractors from their responsibility to pay any taxes, statutory contributions and levies that may be levied on them in Kenya in respect of the Contract. The Contract Price shall clearly include all applicable taxes and shall not be adjusted for any of these taxes.



ii). The Contractor shall be deemed to be familiar with the tax laws in the Employer's Country and satisfied themselves with the requirements for all taxes, statutory contributions and duties to which they may be subjected during the term of the Contract.

iii.) In instances where discussions are held between the Employer and the Contractor regarding tax matters, this shall not be deemed to constitute competent advice and hence does not absolve the Contractor of their responsibility in relation to due diligence on the tax issue.

### **27.3 Tax Deduction**

i). If the Employer is required to make a tax deduction by Law, then the deduction shall be made from payments due to the Contractor and paid directly to the Kenya Revenue Authority. The Employer shall upon remitting the tax to Kenya Revenue Authority furnish the Contractor with the relevant tax deduction certificates.

ii). Where the Contractor is paid directly by the Financiers and the Employer is not able to deduct tax, then the Contractor will be required to pay the tax deduction to Kenya Revenue Authority in the name of the Employer and furnish the Employer with an original receipt thereof as evidence of such payment. In absence of the said evidence, the Employer will not process any subsequent payments to the Contractor.

### **d) Tax Indemnity**

i) The Contractor shall indemnify and hold the Employer harmless from and against any and all liabilities, which the Employer may incur for any reason of failure by the Contractor to comply with any tax laws arising from the execution of the Contract whether during the term of the Contract or after its expiry.

ii) The Contractor warrants to pay the Employer (within fourteen (14) days of demand by the Employer), an amount equal to the loss, liability or cost which the Employer determines has been (directly or indirectly) suffered by the Employer for or on account of the Contractor's Tax liability arising from the Contract.

## **SECTION IV: SPECIAL CONDITIONS OF CONTRACT**

### **1. Definitions**

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

### **2. Application**

GCC 2.1 The "Procuring Entity" is Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods P.O. Box 30028-00100, Nairobi and includes the employer's legal representatives, successors or assigns.

### **3. Performance Security**

GCC 7.1 The Performance Security shall be in the amount of **10%** of the contract price and **1%** to the firms under the category of AGPO.

### **4. Payment**

GCC 12.1 For Local suppliers, Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window payment terms are 60 days upon receipt of certified invoices and delivery notes confirming that the invoiced goods has been delivered and completion of works as specified in the contract.

For those outside Kenya, Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window payment terms are by irrevocable Letter of Credit. Any letter of credit extension/amendment charges that may result due to beneficiary's delays or mistakes shall be to their account.

No tender document will be accepted after the official closing time as specified on the advertisement and tender documents.

### **5. Use of contract documents and information**

GCC 5 Tenderers should note that no substitution, alteration, change of format or modification to the standard tender documents is allowed. Tenderers are only allowed to add any other relevant additional to the documents. Any tender who doesn't adhere to this condition will automatically be disqualified.

### **6. Inspection and Tests**

GCC 8 KCEP-CRAL will carry out a thorough inspection of the items delivered against the provided specifications and literature/brochures evaluated and awarded and provide acceptance certificate or rejection certificate.

### **7. Packing**

GCC 9 The material must be packed in order to prevent their damage or deterioration during transit to the final destination – KCEP-CRAL Stores, PCU Office.

### **8. Delivery and Documents**

GCC 10. (i) The delivery must be made within the stipulated contract period upon receiving the official order. Delivery must conform to the delivery schedule specified in the Schedule of Requirements. Failure to deliver within the stipulated period will cause the order to be cancelled.

- (ii) The order is to be confirmed by official local Purchase Order (LPO) duly signed by authorized KCEP-CRAL Officer(s), sent as hard copy or as an electronic copy, through official Email addresses.
- (ii) The Supplier shall provide the following documents to the procuring entity at the time of delivery:
  - Delivery Note accompanied by duplicate copy of LPO.
  - Inspection certificate issued by the nominated inspection agency or the suppliers' factory inspection report if applicable.
  - Suppliers invoice showing Goods description, quantity, unit price and total amount.

**9. Insurance**

GCC 11 The supplier will cover All Risks for any consignment expenses of the goods until they are accepted by KCEP-CRAL

**10. Payment**

GCC 12 (i) Payment shall be made to the Supplier in full within sixty (60) days for the satisfactory and accepted delivery with the quantity as provided in the order.  
 (ii) The payment shall be made to the tendered supplier and No any third parties/Agents shall be paid on behalf of supplier.

**11. Prices**

GCC 13. (i) Prices must remain firm and fixed  
 (ii) Prices must remain valid for **120 days** after closing of tender  
 (iii) Prices quoted must be inclusive of all government taxes and delivery charges to KCEP-CRAL Stores.  
 (iv)

**13. Resolution of Disputes**

GCC 23: Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty(30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. All Disputes shall be settled by arbitration in accordance with the Nairobi Centre for International Arbitration (NCIA) 'Arbitration Rules, 2015'. Arbitration shall be by Arbitral tribunal comprising of three arbitrators. Each party shall appoint one arbitrator and the third arbitrator who shall act as the president of the tribunal shall be appoint by the NCIA. The decision of the Arbitration tribunal shall be final and binding on the parties.

**14. Summary of Deliverables**

#	ITEM DESCRIPTION	QUANTITY
1	Laptops (13" - 15.6" Minimum Core i3, at least 7th Gen Intel, DDR3/DDR4L SDRAM	218

2	Portable Printer	31
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I/we hereby certify that I/we have read the special conditions of contract (Section IV), confirm that I/we have understood and I/we shall abide by them.

Tenderers Name.....Date.....

Signature..... Official Rubber Stamp.....

**SECTION V - TECHNICAL SPECIFICATIONS/REQUIREMENTS**

**5.1 General**

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

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

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 procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.

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

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

**5.2 - DESCRIPTION OF SERVICE**

The Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihood Window is seeking to engage a Supplier to offer and provide ICT Equipment and Accessories as and when required. The successful supplier will be engaged in a framework agreement for a period of two (2) years. Tenderers are requested to submit with their offers to the detailed specifications, Product Brochures and samples for the products they intend to supply. The successful tenderer shall ensure that the products have a manufacturer’s written warranty for at least one (1) years from the date of delivery and assembly during which they should not have any deformation, defect or deterioration. Tenderers **MUST UNDERTAKE** to replace all manufacturer defects free of charge upon provision of notice to them, whether written or otherwise.

**5.3 Instructions to Bidders**

- 1) Bidders are required to fill the table below or use its format to respond.
- 2) Bidders **MUST** provide a substantive **response** for all features irrespective of any attached technical documents. Use of Yes, No, tick, compliant etc. will be considered **non-responsive**.
- 3) Bidders who fail to respond substantially to the schedule of requirements will not be considered for further evaluation.
- 4) All items must be quoted for accurately

**5.4 Technical Specifications for Laptops**

DESCRIPTION	MINIMUM SPECIFICATION	BIDDER’S OFFER & RESPONSE
<b>Quantity</b>	<b>218</b>	
Operating System	MS Windows 10 professional Edition (Include open license + media kit)	
Productivity software	MS Office 2013 Professional edition (Include open license + media kit)	

Form Factor	All in One	
Hard Drive Capacity	Minimum of 500GB	
Operating System	Windows 10 professional 32/64bit	
Processor Brand	Intel	
Processor Speed	Intel Turbo Boost Technology	
Processor Model	Minimum of Core i3, at least 7th Gen Intel	
System Memory (RAM)	Minimum 4 Gigabytes	
Wireless Networking	Wireless-B, Wireless-G, Wireless-N Intel 802.11a/b/g/n/ac (2x2) and Bluetooth 4.1 Combo	
Screen Size	13" - 15.6"	
Built-In Webcam	HD	
Graphics Type	Integrated	
Security	Fingerprint reader & Security lock slot	
Graphics Processing Unit/GPU	Intel	
Graphics Card	Intel	
Audio	HD Audio with DTS Sound+ & (2) Integrated stereo speakers	
Communications	Intel I219LM 10/100/1000 Ethernet	

Media Card Reader	Yes	
Type of Memory (RAM)	DDR3/DDR4L SDRAM	
System Memory RAM Speed	1500 - 1700 megahertz	
Memory Capacity(Extendable)	Minimum of 4GB Expandable to 8GB	
Number of HDMI Outputs	Minimum of 1	
Number of USB Port(s)	2 – 4 USB-C charging port USB 3.0 port	
Optical Drive Type	DVD+/-RW SuperMulti DL	
Wireless Mouse	Yes	
Screen Resolution	Minimum of 1200 x 1050 (HD)	
Display Type	HD Anti-glare	
Manufacturer backed Warranty, Support & Maintenance	1 year (Remote, onsite, parts & labour)	
Delivery period & Location	Maximum 60 days, KCEP-CRAL Stores at Nairobi Office	

## 5.5 Technical Specifications for Printers

<b>LASER JET PRINTER QTY 31</b>		
<b>DESCRIPTION</b>	<b>MINIMUM SPECIFICATION</b>	<b>BIDDERS OFFER &amp; RESPONSE</b>
Print Quality	1200x1200dpi	
Print Speed and	Upto45ppmblack	
Print technology	Laser black	
Memory	80MBor higher, expandable	
Memory slots	2x100-pin DDRDIMM	
Processor Speed	Atleast540Mhz	
First page out	Lessthan8 sec	
Languages	PCL5e, PCL6, Postscript3emulation	
Media Capacity	100multipurposetray 500-sheetinputtrays	
	1 manual feeding tray including envelopes, labels, transparencies and special media Outputtravupto300sheets	
Media Sizes	Letter, legal, executive, A4andA3	
Media types	Plain paper, envelopes, transparencies, copier, bond (60to200 g/m2)	
Duplex printing	Automatic(standard)	
Connectivity	IEEE-1284compliantbi-directionalparalleportand/orUniversalSerialBus (USB)	
	RJ45 Ethernet port	
Hard disk	20Gb	
Duty cycle	200,000per month	
Network	Yes(Standard)	
Compatibility	Smart switch printer language sensing	
	Linux compatible standard	
	PCLX Lemulation standard	
Software	Drivers for windows server MS 2003/2008/2010,WindowsXP/Vista/7/8	
Warranty	One year	
Original detailed and highlighted Brochure MUST be submitted		



**NOTE:**

These are indicative Minimum specifications only. The items tendered by the bidders must meet or exceed these specifications.

1. Manufacturer’s Brochures in English **MUST** be attached for laptops and printers and should contain technical specifications data. Any of these items quoted without a manufacturer’s brochure supporting the bid will automatically be disqualified.
2. Evaluation and award will be based on the total cost of all technically compliant items for all items.
3. Prices quoted must be inclusive of delivery costs, all applicable taxes/ levies.

Signature of tenderer \_\_\_\_\_

## **SECTION VI - STANDARD FORMS**

- 1.** Price Schedules
- 2.** Form of Tender
- 3.** Contract form
- 4.** Confidential Questionnaire Form
- 5.** Tender security form
- 6.** Tender Security Form
- 7.** Performance security form
- 8.** Bank guarantee for advance payment
- 9.** Declaration form
- 10.** Letter of notification of award
- 11.** Administrative review form

**1.0 PRICE SCHEDULES**

	<b>ITEM DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1	Laptops (13” - 15.6” At least Core i3, at least 7th Gen Intel, minimum HD 500 GB. DDR3/DDR4L SDRAM	218		
2	Portable Printer	31		
	<b>VAT (Taxes if any)</b>			
	<b>TOTAL (Inc. VAT)</b>			

The price should be quoted in Ksh and should be inclusive of all taxes.

Note:

- 1) In case of discrepancy between unit price and total, the unit price shall prevail
- 2) This tender shall be awarded in full.
- 3) Any use of brand names is for description purposes only, the vendor has the choice to give a different, but equal or better brand, but must be compatible with existing environment.
- 4) Delivery shall be made within sixty (60) days or months after the order

**Name of Tenderer:** \_\_\_\_\_

**Tender Number** \_\_\_\_\_

**Signature and Stamp:** \_\_\_\_\_

**2.0 FORM OF TENDER**

Date \_\_\_\_\_

Tender No. \_\_\_\_\_

To.....  
.....

[Name and address of procuring entity]

**Gentlemen and/or Ladies:**

1. Having examined the tender documents including Addenda

No.s..... [Insert numbers,) of which is hereby duly acknowledged, we, the undersigned, offer to provide and \_\_\_\_\_ (Insert full name of supply) **in** conformity with the said tender documents for the sum of [total tender Amount in words \_\_\_\_\_

\_\_\_\_\_ and \_\_\_\_\_ {figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the goods in accordance with the goods schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the tender guarantee in a sum Equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).

4. We agree to abide by this Tender for a period of [number] **120 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.

4. 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.

5. The price as read out in this form shall remain absolute and shall not be subject of correction, adjustment or amendment in any way by any person or entity pursuant to section 82 of the PPAD Act 2015

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

{Signature} \_\_\_\_\_ {In the capacity of} \_\_\_\_\_

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

**3.0 CONTRACT FORM**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ between.....  
[Name of procurement entity] of ..... [country of Procurement  
entity](hereinafter called “KCEP-CRAL”) of the one part and  
..... [Name of tenderer] of .....[city and country of  
tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS **KCEP-CRAL** invited tenders for Laptops and Printers] and has accepted  
a tender by the tenderer for the supply of those Laptops and Printers 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
- (b) Price Schedule submitted by the tenderer;
- (c) The Schedule of Requirements;
- (d) The Technical Specifications;
- (e) The General Conditions of Contract;
- (f) The Special Conditions of Contract; and
- (g) KCEP-CRAL Notification of Award.

3. In consideration of the payments to be made by KCEP-CRAL to the tenderer as  
hereinafter mentioned, the tenderer hereby covenants with KCEP-CRAL to provide  
the Laptops and Printers and to remedy defects therein in conformity in all respects  
with the provisions of the Contract

4. KCEP-CRAL hereby covenants to pay the tenderer in consideration of the  
provision of the Laptops and Printers 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 KCEP-CRAL)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ {for the  
tenderer)

In the presence of \_\_\_\_\_

**4.0 MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE**

**Name of Applicant(s).....**

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

**You are advised that it is a serious offence to give false information on this form will lead to automatic disqualification/termination of your business proposal at your cost.**

**Part 1 -General**

Business Name

.....

Location of Business Premises

.....

Plot No ... Street/Road..... Postal address..... Tel No.

.....

Fax Email.....

Nature of Business (Attach Company Profile)

.....

Registration Certificate No. (Attach Copy)

.....

Tax Compliance No (Attach Copy)

.....

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

Ksh.....

Name of your bankers.....

Branch.....

Bank Account Number.....

Payment Terms.....

**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.....	.....	.....	.....

**Part 2 (c) – Registered Company**

Private or Public

(Attach brochures or annual reports in case of public companies)

State the nominal and issued capital of company

Nominal Kshs. Issued Kshs.

Give details of all directors as follows

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

**Part 3- List of corporate client customers and their addresses, telephone numbers and contact person.**

1. Company.....Tel/  
Mobile.....

Contact Person.....Designation.....

2. Company.....Tel/Mobile.....

Contact  
Person.....Designation.....

3. Company.....Tel/Mobile.....

**Part 4-(a) Debarment**

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent or corrupt acts with regard to this or any other tender by the KCEP-CRAL and any other public or private institutions.

Full Names.....

Signature.....

Dated this .....day of .....2018

In the capacity of.....

Duly authorized to sign Tender for and on behalf of

.....

**Part 4-(b) Bankruptcy / Insolvency / receivership.**

I/We declare that I/We have not been declared bankrupt or insolvent by the competent Authorities in Kenya and neither are we under receivership:

Full  
Names.....

...

Signature.....  
.....



Dated this .....day of .....2017

Duly authorized to sign Tender for and on behalf of

**Part 4-(c) -Criminal Offence**

I/We,(Name (s) of Director(s)):-

- a).....
- b).....
- c).....

Have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed.....

For and on behalf of M/s.....

In the capacity of

Dated this .....day of .....2017.

Suppliers' / Company's Official Rubber Stamp

**Part 4-(d) Conflict of Interest**

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

- a) .....
- b) .....
- c) .....
- d) .....

For and on behalf of M/s.....

In the capacity of .....

Dated this .....day of .....2017

Suppliers' / Company's Official Rubber Stamp

.....

**Part 4-(e) – Interest in the Firm:**

Is there any person/persons in KCEP-CRAL or any other public institution who has interest in the Firm?

Yes/No ..... (Delete as necessary)

Institution .....

(Title) (Signature) (Date)

.....

.....

**PART 5(I) – EXPERIENCE:** Please list here below similar projects accomplished or companies / clients you have supplied with similar items or materials / Services in the last 5 years

	COMPANY NAME	COUNTRY	CONTRACT ORDER NO	VALUE	CONTRACT PERSON (FULL NAMES)	EMAIL	CELL PHONE NO
1							
2							
3							
4							
5							

**Part 6(i or j) – Bank account details:**

AGPO firms must provide evidence from their bank that the account to which KCEP-CRAL shall make payment has a youth or a woman or a PWD listed in the CR12 form/partnership deed/sole proprietor certificate as a MANDATORY signatory of that account, - Sec.157 (11) of PPADA:

Account

No.....

Name of the person(s) in the CR12 form OR in the partnership deed OR in the sole proprietor

Certificate...../.....

**Part 7--Declaration**

I/We the undersigned state that the above information is correct and that I/We give KCEP-CRAL to seek any other references concerning my/our company from whatever sources deemed e.g. company registrar’s office, banks etc.

Full names

.....

Signature.....

For and on behalf of M/s .....

In the capacity of

.....

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

**5.0 TENDER SECURITY FORM**

Whereas ..... [Name of the tenderer]

(hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender ] for the provision

Of.....

[Name and/or description of the services] (Hereinafter called “the Tenderer”)..... KNOW ALL PEOPLE by these presents that

WE..... Of.....having registered office

At.....

[Name of procuring entity](Hereinafter called “the Bank”) are bound unto.....

[Name of procuring entity](Hereinafter called “KCEP-CRAL”) in the sum

of.....

For which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this..... Day of..... 20..... .

THE CONDITIONS of this obligation are:

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- 2. If the bidder refuses to accept the correction of errors in its bid; or
- 3. If the tenderer, having been notified of the acceptance of its Tender by KCEP-CRAL during the period of tender validity:
  - (a) Fails or refuses to execute the Contract Form, if required;
  - or
  - (b) Fails or refuses to furnish the performance security, in accordance with the instructions to Tenderers;

we undertake to pay to KCEP-CRAL up to the above amount upon receipt of its first written demand, without KCEP-CRAL having to substantiate its demand, provided that in its demand KCEP-CRAL will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

**[Signature of the bank]**\_\_\_\_\_

**6.0 TENDER SECURING DECLARATION FORM**

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

Date: ..... of Bid Submission] Tender No. .... of bidding process]

To: ..... [insert complete name of Purchaser]

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 the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we –

(a) Have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or

(b) Having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,

(i) Fail or refuse to execute the Contract, if required, or

(ii) Fail or refuse to furnish the Performance Security, in accordance with the 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

(i) Twenty-eight days after the expiration of our Tender.

4. We understand that if we are 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.

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

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

.....

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

Dated on ..... day of ....., ..... [Insert date of signing]

**7.0 PERFORMANCE SECURITY FORM**

To: ..... [Name KCEP-CRAL]

WHEREAS..... [Name of tenderer]  
(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract

No..... [Reference number of the contract]

Dated.....day of ..... 20.....

To supply.....  
[Description 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 figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of ..... [Amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

Signature and seal of the Guarantors

\_\_\_\_\_  
[Name of bank or financial institution]

\_\_\_\_\_  
[Address]

\_\_\_\_\_  
{Date}

**8.0 DECLARATION FORM**

Date \_\_\_\_\_

**To  
The Senior Programme Coordinator,  
KCEP-CRAL  
P.O. Box 30028-00100  
NAIROBI**

We (name and address)

\_\_\_\_\_

\_\_\_\_\_ declare the following:

- a) Have not been debarred from participating in public procurement.
- b) Have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Name of Bidder	Signature	Date

**(To be signed by authorized representative and officially stamped)**

**9.0 LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

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To:

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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**



**10.0 FORM RB 1**

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity) of ..... Dated the...day of .....20.....in the matter of Tender No.....of .....20.....

**REQUEST FOR REVIEW**

I/We.....,the above named Applicant(s), of address: Physical address..... Fax No.....Tel. No.....Email ....., hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds, namely:-

- 1.
- 2.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
- 2.

SIGNED..... (Applicant)

Dated on.....day of ...../...20...

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**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review

Board..... day of ..... 20.....

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SIGNED  
Board Secretary

**11. MANUFACTURER’S AUTHORIZATION FORM**

**KENYA CEREAL ENHANCEMENT PROGRAMME –  
CLIMATE RESILIENT AGRICULTURAL LIVELIHOODS WINDOW  
P.O. Box 30028-00100  
NAIROBI, KENYA**

WHEREAS .....  
*[name of the Manufacturer]*

who are established and reputable manufacturers of **“Supply of Laptops and Printers”** 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 **“Supply of Laptops and Printers”** offered for supply by the above firm against this Invitation for Tenders.

\_\_\_\_\_  
*[signature for and on behalf of Manufacturer]*

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