

REPUBLIC OF KENYA



PARLIAMENT OF KENYA

TENDER DOCUMENT FOR

**PROPOSED SUPPLY, DELIVERY, INSTALLATION,
CONFIGURATION, COMMISSIONING AND MAINTENANCE OF
AN INTEGRATED MULTI-MEDIA DIGITAL CONGRESS SYSTEM
FOR THE SENATE OF KENYA**

TENDER NO. SEN/OT/064R/2024-2025

**SUBMISSION DEADLINE: 20TH MAY, 2025 at
*1100HRS(EAST AFRICA TIME)***

**2ND FLOOR, PROTECTION HOUSE,
PARLIAMENT ROAD,
P.O. BOX 41842 - 00100
NAIROBI, KENYA.**

Email: senateprocurement@parliament.go.ke

INVITATION TO TENDER

PROCURING ENTITY: THE SENATE OF THE REPUBLIC OF KENYA

CONTRACT NAME AND DESCRIPTION: PROPOSED, SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF AN INTEGRATED MULTI-MEDIA DIGITAL CONGRESS SYSTEM FOR THE SENATE OF KENYA.

TENDER NO: SEN/OT/064R/2024-2025.

1. The Senate of the Republic of Kenya invites sealed tenders for Proposed, Supply, Delivery, Installation, Commissioning and Maintenance of an Integrated Multi-Media Digital Congress System for the Senate of Kenya from eligible and interested firms in Kenya and outside the Country.
2. Tendering will be conducted under Open Competitive method using a standardized tender document and is open to supply chain players in the market segment involved in Manufacture, Supply, Delivery, Installation, Configuration, Commissioning of Integrated Multi-Media Systems. In light of the background information available to us, the desired system should be sourced from any one of the four System manufacturers named below: -
 - a) Bosch Dicontis System
 - b) Televic Conference System
 - c) Brahler Conference System
 - d) Taiden Industrial Technologies
3. Quotes should be inclusive of all taxes and levies notably but not limited to (i) Importation taxes rates, (ii) Value added taxes (iii) PPRA Capacity building levy at 0.03%.
4. A complete set of tender documents may be obtained by interested tenderers only electronically from the Website www.parliament.go.ke free of charge.
5. All Tenders must be accompanied by a *Tender Security* of Kenya Shillings 2,500,000.00 (Two Million and Five Hundred Thousands) valid for **119 days** in the strict prescribed format of a demand bank guarantee. Refer to Tender form titled 'FORM OF TENDER SECURITY-[Option 1–Demand Bank Guarantee]
6. The Tenderer shall neatly bind and chronologically serialize all pages of the tender documents to be submitted.
7. Completed tenders must be delivered to the address below on or before 20th May, 2025 at **1100 Hours. (East Africa Time)**
8. Electronic Tenders *will not be* permitted.
9. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend on 2nd Floor, Protection House, at the junction of Parliament Road and Haile Selassie Avenue.
10. Late tenders will be rejected.
11. The addresses referred to above are:
 - a. **Address for obtaining further information.**
 - i. The Senate
 - ii. Physical address for hand Courier Delivery to Procurement Office or Tender Box (Protection House, 2nd Floor, at the junction of Parliament Road and Haile Selassie

- Avenue, Nairobi)
- iii. P.O BOX 41842-00100 Nairobi.
 - iv. Clerk of the Senate, clerk.senate@parliament.go.ke, and /
[or senateprocurement@parliament.go.ke](mailto:senateprocurement@parliament.go.ke)

b. Address for Submission of Tenders.

- i. Name of Procuring Entity: The Senate
- ii. Postal Address: P.O BOX 41842-00100 Nairobi
- iii. Physical address for hand Courier Delivery to Procurement Office or Tender Box (Protection House, 2nd Floor, at the junction of Parliament Road and Haile Selassie Avenue, Nairobi)

c. Address for Opening of Tenders.

- i. Name of Procuring Entity: The Senate
- ii. Physical address for the location (Protection House, 2nd Floor, at the junction of Parliament Road and Haile Selassie Avenue, Nairobi)

**CLERK OF THE SENATE / SECRETARY, PARLIAMENTARY
SERVICE COMMISSION**

12th May , 2025.

PART 1 - TENDERING PROCEDURES

SECTION I: INSTRUCTIONS TO TENDERERS

A General Provisions

1. Scope of Tender

1.1 The Procuring Entity as defined in the **TDS** invites tenders for supply of goods and, if applicable, any Related Services incidental thereto, as specified in Section V, Supply Requirements. The name, identification, and number of lots (contracts) of this Tender Document are specified in the **TDS**.

1.2 Throughout this tendering document:

- a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the **TDS**, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;
- b) if the context so requires, “singular” means “plural” and vice versa;
- c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Entity. It excludes official public holidays.

2. Fraud and Corruption

2.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.

2.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.

2.3 Unfair Competitive Advantage - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **Data Sheet** and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.

3. Eligible Tenderers

3.1 A Tenderer may be a firm that is a private entity, an individual, a state-owned enterprise or institution subject to ITT3.7, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. Public employees and their close relatives (*spouses, children, brothers, sisters and uncles and aunts*) are not eligible to participate in the tender.

In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. The maximum number of JV members shall be specified in the **TDS**.

3.2 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.

3.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest

shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:

- a) directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
- b) receives or has received any direct or indirect subsidy from another Tenderer; or
- c) has the same - representative or ownership as another Tenderer; or
- d) has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the

- Procuring Entity regarding this Tendering process; or
- e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods that are the subject of the Tender; or
 - f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation; or
 - g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the **TDS** ITT
- 1.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or has a close business or family relationship with a professional staff of the Procuring Entity (or of the project implementing agency, who: (i) are directly or indirectly involved in the preparation of the tendering document or specifications of the Contract, and/or the Tender evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tendering process and execution of the Contract.
- 34 A tenderer shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified.
 - 35 A firm that is a Tenderer (either individually or as a JV member) shall not submit more than one Tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member, may participate as a subcontractor in more than one Tender. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender.
 - 36 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT3.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the Contract including related Services.
 - 37 A Tenderer that has been debarred by the PPRA from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the PPRA's website www.ppra.go.ke
 - 38 Tenderers that are state-owned enterprises or institutions may be eligible to compete and be awarded a Contract(s) only if they are (i) a legal public entity of the state Government and/or public administration, (ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis. Public employees and their close relatives are not eligible to participate in the tender.
 - 39 Tenderers may be ineligible if their countries of origin (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting for supply of goods or services from that country, or any payments to any country, person, or entity in that country. A tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.
 - 3.10 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged

by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

- 3.11 Where the law requires tenderers to be registered with certain authorities in Kenya, such registration requirements shall be defined in the **TDS**
- 3.12 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they

are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke.

- 3.13 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

4 Eligible Goods and Related Services

- 4.1 All the Goods and Related Services to be supplied under the Contract shall have their origin in any country that is eligible in accordance with ITT 3.9.

- 4.2 For purposes of this ITT, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” include services such as insurance, installation, training, and initial maintenance.

- 4.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

- 4.4 A procuring entity shall ensure that the items listed below shall be sourced from Kenya and there shall be no substitutions from foreign sources. The affected items are:

- a) motor vehicles, plant and equipment which are assembled in Kenya;
- b) furniture, textile, foodstuffs, oil and gas, information communication technology, steel, cement, leather, agro-processed products, sanitary products, and other goods made in Kenya; or
- c) goods manufactured, mined, extracted or grown in Kenya.

- 4.5 Any goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

5 Sections of Tendering Document

- 5.1 The tendering document consist of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITT8.

PART 1: Tendering Procedures

- i) Section I - Instructions to Tenderers (ITT)
- ii) Section II - Tendering Data Sheet (TDS)
- iii) Section III - Evaluation and Qualification Criteria
- iv) Section IV - Tendering Forms

PART 2: Supply Requirements

- v) Section V - Schedule of Requirements

PART 3: Contract

- vi) Section VI - General Conditions of Contract (GCC)
 - vii) Section VII - Special Conditions of Contract (SCC)
 - viii) Section VIII- Contract Forms
- 5.2 The notice of Invitation to Tender or the notice to the prequalified Tenderers issued by the Procuring Entity is not part of the tendering document.
- 5.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the

completeness of the document, responses to requests for clarification, the minutes of the pre-tender meeting (if any), or addenda to the tendering document in accordance with ITT7.

- 54 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

6 Clarification of Tendering Document

6.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the **TDS** or raise its enquiries during the pre- Tender meeting if provided for in accordance with ITT 6.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender documents in accordance with ITT 5.3, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents following the procedure under ITT 7.

6.2 The Procuring Entity shall specify in the **TDS** if a pre-tender conference will be held, when and where. The Tenderer's designated representative is invited to attend a pre-Tender meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

6.3 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.

6.4 Minutes of the pre-Tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.

6.5 The Procuring Entity shall also promptly publish anonymized (*no names*)Minutes of the pre-Tender meeting at the web page identified **in the TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 7 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre- Tender meeting will not be a cause for disqualification of a Tenderer.

7. Amendment of Tendering Document

7.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the tendering document by issuing addenda.

7.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tender document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 7.1.

7.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT 21.2.

C. Preparation of Tenders

8 Cost of Tendering

8.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

9. Language of Tender

9.1 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity, shall be written in English Language. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English Language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

10. Documents Comprising the Tender

10.1 The Tender shall comprise the following:

- a) Form of Tender prepared in accordance with ITT11;
- b) Price Schedules: completed in accordance with ITT 11 and ITT 13;

- c) Tender Security or Tender-Securing Declaration, in accordance with ITT 18.1;
 - d) Alternative Tender: if permissible, in accordance with ITT12;
 - e) Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT19.3;
 - f) Qualifications: documentary evidence in accordance with ITT 16.2 establishing the Tenderer qualifications to perform the Contract if its Tender is accepted;
 - g) Tenderer Eligibility: documentary evidence in accordance with ITT16.1 establishing the Tenderer eligibility to tender;
 - h) Eligibility of Goods and Related Services: documentary evidence in accordance with ITT 15, establishing the eligibility of the Goods and Related Services to be supplied by the Tenderer;
 - i) Conformity: documentary evidence in accordance with ITT15.2 that the Goods and Related Services conform to the tender document; and
 - j) Any other document required in the **TDS**.
- 102 In addition to the requirements under ITT 10.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.
- 103 The Tenderer shall furnish in the Form of Tender information on commissions gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Tender.
- 11. Form of Tender and Price Schedules**
- 11.1 The Form of Tender and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialize pages of all tender documents submitted.
- 12. Alternative Tenders**
- 12.1 Unless otherwise specified **in the TDS**, alternative Tenders shall not be considered.
- 13. Tender Prices and discounts**
- 13.1 The prices quoted by the Tenderer in the Form of Tender and in the Price, Schedules shall conform to the requirements specified below.
- 132 All lots (contracts) and items must be listed and priced separately in the Price Schedules.
- 133 The price to be quoted in the Form of Tender in accordance with ITT10.1 shall be the total price of the Tender, including any discounts offered.
- 134 The Tenderer shall quote any discounts and indicate the methodology for their application in the form of tender. Conditional discounts will be rejected.
- 135 Prices quoted by the Tenderer shall be fixed during the performance of the Contract and not subject to variation on any account, unless otherwise specified **in the TDS**. A Tender submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITT 28. However, if in accordance with **the TDS**, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract, a Tender submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 136 If specified in ITT 1.1, Tenders are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified **in the TDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package,

or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 13.4 provided the Tenders for all lots (contracts) are opened at the same time.

- 13.7 The terms EXW, CIP, CIF, DDP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce.
- 13.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Tendering Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison

of Tenders by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered. In quoting prices, the Tenderer shall be free to use transportation through carriers registered in any eligible country. Similarly, the Tenderer may obtain insurance services from any eligible country in accordance with ITT 3.6, Eligible Tenders. Prices shall be entered in the following manner:

- a) For Goods manufactured in Kenya:
 - i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the- shelf, as applicable) final destination point indicated in the **TDS**, including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - ii) any sales tax and other taxes which will be payable in Kenya on the Goods if the Contract is awarded to the Tenderer; and
 - iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination specified **in the TDS**.
- b) For Goods manufactured outside Kenya, to be imported:
 - i) the price of the Goods, quoted CIP named place of destination, in Kenya, as specified **in the TDS**;
 - ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination specified **in the TDS**;
- c) For Goods manufactured outside Kenya, already imported:
 - i) the price of the Goods, including the original import value of the Goods; plus, any mark- up (or rebate); plus, any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;
 - ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
 - iii) any sales and other taxes levied in Kenya which will be payable on the Goods if the Contract is awarded to the Tenderer; and
 - iv) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified **in the TDS**.
- d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).

14. Currencies of Tender and Payment

- 141 The currency (ies) of the Tender, the currency (ies) of award and the currency (ies) of contract payments shall be the same.
- 142 The Tenderer shall quote in Kenya shillings. If allowed in the **TDS**, the Tenderer may express the Tender price in any currency, provided it shall use no more than two foreign currencies in addition to the Kenya Shilling.
- 143 The rates of exchange to be used by the Tenderer shall be based on the exchange rates provided by the Central Bank of Kenya on the date 30 days prior to the actual date of tender opening.

15. Documents Establishing the Eligibility and Conformity of the Goods and Related Services

- 15.1 To establish the eligibility of the Goods and Related Services in accordance with ITT 15, Tenderers shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Tendering Forms.
- 152 To establish the conformity of the Goods and Related Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.

- 153 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.
- 154 The Tenderer shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the TDS** following commencement of the use of the goods by the Procuring Entity.

155 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

16 Documents Establishing the Eligibility and Qualifications of the Tenderer

16.1 To establish Tenderer eligibility in accordance with ITT 4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.

16.2 The documentary evidence of the Tenderer qualifications to perform the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction:

- a) that, if required **in the TDS**, a Tenderer that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Tendering Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Kenya;
- b) that, if required **in the TDS**, in case of a Tenderer not doing business within the Kenya, the Tenderer is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- c) that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

17. Period of Validity of Tenders

17.1 Tenders shall remain valid for the Tender Validity period specified **in the TDS**. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Procuring Entity in accordance with ITT 21.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

17.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 18, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 17.3.

17.3 If the award is delayed by a period exceeding the number of days to be specified in the **TDS** days beyond the expiry of the initial tender validity period, the Contract price shall be determined as follows:

- a) in the case of **fixed price** contracts, the Contract price shall be the tender price adjusted by the factor specified **in the TDS**;
- b) in the case of **adjustable price** contracts, no adjustment shall be made; or in any case, tender evaluation shall be based on the tender price without taking into consideration the applicable correction from those indicated above.

18. Tender Security

18.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security, as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.

18.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.

18.3 If a Tender Security is specified pursuant to ITT 18.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer option:

- i) cash;
- ii) a bank guarantee;
- iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or

- iv) a letter of credit; or
 - v) guarantee by a deposit taking micro-finance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.
- 184 If an unconditional guarantee is issued by a non-Bank financial institution located outside Kenya, the issuing non-Bank financial institution shall have a correspondent financial institution located in Kenya

- to make it enforceable unless the Procuring Entity has agreed in writing, prior to Tender submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Tender Security shall be submitted either using the Tender Security Form included in Section IV, Tendering Forms, or in another substantially similar format approved by the Procuring Entity prior to Tender submission. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 17.2.
- 185 If a Tender Security is specified pursuant to ITT 18.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.
- 186 If a Tender Security is specified pursuant to ITT 18.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer signing the Contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.
- 187 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.
- 188 The Tender Security may be forfeited or the Tender Securing Declaration executed:
- a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or
 - b) if the successful Tenderer fails to:
 - i) sign the Contract in accordance with ITT 45; or
 - ii) furnish a Performance Security in accordance with ITT 46.
- 189 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.
- 18.10 The Tender Security or Tender- Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender Security or Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT3.1 and ITT 10.2.
- 18.11 A tenderer shall not issue a tender security to guarantee itself.
- 19. Format and Signing of Tender**
- 19.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it "ORIGINAL." Alternative Tenders, if permitted in accordance with ITT 12, shall be clearly marked "ALTERNATIVE." In addition, the Tenderer shall submit copies of the Tender, in the number **specified in the TDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 192 Tenderers shall mark as "CONFIDENTIAL" information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 193 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation **as specified in the TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

- 194 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by each members' legally authorized representatives.
- 195 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

d. Submission and Opening of Tenders

20 Sealing and Marking of Tenders

- 20.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an

- envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:
- a) in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT 11; and
 - b) in an envelope or package or container marked "COPIES", all required copies of the Tender; and
 - c) if alternative Tenders are permitted in accordance with ITT 12, and if relevant:
 - i) in an envelope or package or container marked "ORIGINAL –ALTERNATIVE TENDER", the alternative Tender; and
 - ii) in the envelope or package or container marked "COPIES- ALTERNATIVE TENDER", all required copies of the alternative Tender.
- 202 The inner envelopes or packages or containers shall:
- a) bear the name and address of the Procuring Entity.
 - b) bear the name and address of the Tenderer; and
 - c) bear the name and Reference number of the Tender.
- 203 Where a tender package or container cannot fit in the tender box, the procuring entity shall:
- a) Specify in the **TDS where** such documents should be received.
 - b) maintain a record of tenders received and issue acknowledgement receipt note to each tenderer specifying time and date of receipt.
 - c) Ensure all tenders received are handed over to the tender opening committee for opening at the specified opening place and time.
- 204 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.
- 21. Deadline for Submission of Tenders**
- 21.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time specified **in the TDS**. When so specified **in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures **specified in the TDS**.
- 21.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT7, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 22. Late Tenders**
- 22.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of Tenders. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.
- 23. Withdrawal, Substitution, and Modification of Tenders**
- 23.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT19.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:
- a) prepared and submitted in accordance with ITT 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
 - b) received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22.

- 233 Tenders requested to be withdrawn in accordance with ITT 23.1 shall be returned unopened to the Tenderers.
- 234 No Tender may be withdrawn, substituted, or modified 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 Form of Tender or any extension thereof.

24. Tender Opening

- 24.1 Except as in the cases specified in ITT 23, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified **in the TDS** in the presence of Tenderers' designated representatives who choose to attend, including to attend any specific electronic tender opening procedures if electronic tendering is permitted in accordance with ITT 21.1, shall be as specified **in the TDS**.
- 24.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.
- 24.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.
- 24.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.
- 24.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security, if required; and any other details as the Procuring Entity may consider appropriate.
- 24.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bills of Quantities are to be initialed by the members of the tender opening committee attending the opening. The number of representatives of the Procuring Entity to sign shall be specified in the **TDS**.
- 24.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 22.1).
- 24.8 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:
- a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
 - b) the Tender Price, per lot (contract) if applicable, including any discounts;
 - c) any alternative Tenders;
 - d) the presence or absence of a Tender Security or Tender-Securing Declaration, if one was required;
 - e) number of pages of each tender document submitted.
- 24.9 The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be issued to a Tenderer upon request.

E. Evaluation and Comparison of Tenders

25. Confidentiality

- 25.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the tendering process until the information on Intention to Award the Contract is transmitted to all Tenderers

in accordance with ITT 41.

- 252 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.
- 253 Notwithstanding ITT 25.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

26. Clarification of Tenders

26.1 To assist in the examination, evaluation, comparison of the Tenders, and qualification of the Tenderers, the Procuring Entity may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the Evaluation of the Tenders, in accordance with ITT 30.

If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

27. Deviations, Reservations, and Omissions

27.1 During the evaluation of Tenders, the following definitions apply:

- a) "Deviation" is a departure from the requirements specified in the Tendering document;
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.

28. Determination of Responsiveness

28.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT28.2.

28 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- a) if accepted, would:
 - i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - ii) limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer obligations under the Contract; or
- b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

28.2 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 15 and ITT 16, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

28.3 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

29. Non-conformities, Errors and Omissions

29.1 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformities in the Tender.

29.2 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non- conformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

29.3 Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item

or component in the manner specified **in the TDS**. The adjustment shall be based on the ***average*** price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.

30. Arithmetical Errors

- 30.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.
- 302 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:
- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive .
 - b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
 - c) if there is a discrepancy between words and figures, the amount in words shall prevail.
- 303 Tenderers shall be notified of any error detected in their bid during the notification of a ward.

31. Conversion to Single Currency

- 31.1 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted in a single currency as specified **in the TDS**.

32. Margin of Preference and Reservations

- 32.1 A margin of preference may be allowed on locally manufactured goods only when the contract is open to international tendering, where the tender is likely to attract foreign goods and where the contract exceeds the threshold specified in the Regulations.
- 32.2 For purposes of granting a margin of preference on locally manufactured goods under international competitive tendering, a procuring entity shall not subject the items listed below to international tender and hence no margin of preference shall be allowed. The affected items are:
- a) motor vehicles, plant and equipment which are assembled in Kenya;
 - b) furniture, textile, foodstuffs, oil and gas, information communication technology, steel, cement, leather agro-processing, sanitary products, and other goods made in Kenya; or
 - c) goods manufactured, mined, extracted or grown in Kenya.
- 323 A margin of preference shall not be allowed unless it is specified so in the **TDS**.
- 324 Contracts procured on basis of international competitive tendering shall not be subject to reservations to specific groups s as provided in ITT 32.5.

- 325 Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are eligible to tender as specified in the **TDS**. No tender shall be reserved to more than one group. If not so stated in the Tender documents, the invitation to tender will be open to all interested tenderers.

33. Evaluation of Tenders

- 33.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Lowest Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:
- a) substantially responsive to the tender documents; and
 - b) the lowest evaluated price.

- 332 Price evaluation will be done for Items or Lots (contracts), as specified **in the TDS**; and the Tender Price as quoted in accordance with ITT 14. To evaluate a Tender, the Procuring Entity shall consider the following:
- a) price adjustment due to unconditional discounts offered in accordance with ITT 13.4;
 - b) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 31;
 - c) price adjustment due to quantifiable nonmaterial non-conformities in accordance with ITT 29.3; and

- d) any additional evaluation factors specified **in the TDS** and Section III, Evaluation and Qualification Criteria.
- 333 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.
- 334 Where the tender involves multiple lots or contracts, the tenderer will be allowed to tender for one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT 33.2. The methodology to determine the lowest evaluated tenderer or tenderers based one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.
- 335 The Procuring Entity's evaluation of a Tender will include and consider:
- a) in the case of Goods manufactured in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Tenderer;
 - b) in the case of Goods manufactured outside Kenya, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Tenderer;
- 336 The Procuring Entity's evaluation of a Tender may require the consideration of other factors, in addition to the Tender Price quoted in accordance with ITT 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Tenders, unless otherwise specified in the **TDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The additional criteria and methodologies to be used shall be as specified in ITT 33.2(d).
- 34 Comparison of Tenders**
- 34.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 33.2 to determine the Tender that has the lowest evaluated cost. The comparison shall be on the basis of total cost (place of final destination) prices for all goods and all prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Kenya, together with prices for any required installation, training, commissioning and other services.
- 35 Abnormally Low Tenders**
- 35.1 An Abnormally Low Tender is one where the Tender price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the Tender price raises material concerns with the Procuring Entity as to the capability of the Tenderer to perform the Contract for the offered Tender price.
- 352 In the event of identification of a potentially Abnormally Low Tender by the evaluation committee, the Procuring Entity shall seek written clarification from the Tenderer, including a detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the tendering document.
- 353 After evaluation of the price analysis, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the contract for the offered Tender price, the Procuring Entity shall reject the Tender.
- 36 Abnormally High Tenders**
- 36.4 An abnormally high price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

- 36.5 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:
- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the

- Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
- ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.
- 36.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause relevant Government Agencies to institute an investigation on the cause of the compromise, before retendering.
- 37. Post-Qualification of the Tenderer**
- 37.1 The Procuring Entity shall determine, to its satisfaction, whether the eligible Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 37.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer qualifications submitted by the Tenderer, pursuant to ITT 15 and 16. The determination shall not take into consideration the qualifications of other firms such as the Tenderer subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the tendering document), or any other firm(s) different from the Tenderer.
- 37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer qualifications to perform satisfactorily.
- 38. Lowest Evaluated Tender**
- 38.1 Having compared the evaluated prices of Tenders, the Procuring Entity shall determine the Lowest Evaluated Tender. The Lowest Evaluated Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:
- most responsive to the Tender document; and
 - the lowest evaluated price.
- 39. Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders.**
- 39.1 The Procuring Entity reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to notification Award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenderers shall be notified with reasons and all Tenders submitted and specifically, tender securities, shall be promptly returned to the Tenderers.
- F. Award of Contract**
- 40. Award Criteria**
- 40.1 The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender in accordance with procedures in Section 3: Evaluation and Qualification Criteria.
- 41. Procuring Entity's Right to Vary Quantities at Time of Award**
- 41.1 The Procuring Entity reserves the right at the time of Contract award to increase or decrease, by the percentage (s) for items as indicated in the TDS.
- 42. Notice of Intention to enter into a Contract**
- Upon award of the contract and Prior to the expiry of the Tender Validity Period the

Procuring Entity shall issue a Notification of Intention to Enter into a Contract / Notification of award to all tenderers which shall contain, at a minimum, the following information:

- a) the name and address of the Tenderer submitting the successful tender;
- b) the Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;
- d) the expiry date of the Standstill Period; and
- e) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

43. Standstill Period

43.1 The Contract shall not be awarded earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied candidate to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

43.2 Where standstill period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter into a Contract to the successful Tenderer.

44. Debriefing by the Procuring Entity

44.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 41, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

44.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

45. Letter of Award

Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

46. Signing of Contract

46.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

46.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

46.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

47. Performance Security

47.1 Within twenty-one (21) days of the receipt of Letter of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 18, using for that purpose the Performance Security Form included in Section X, Contract Forms. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent financial institution is not required.

47.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next lowest Evaluated Tender.

47.3 Performance security shall not be required for a contract, if so specified in the TDS.

48. Publication of Procurement Contract

48.1 Within fourteen days after signing the contract, the Procuring Entity shall publish and publicize the awarded contract at its notice boards, entity website; and on the Website of the Authority in manner and format prescribed by the Authority. At the minimum, the notice shall contain the following information:

- a) name and address of the Procuring Entity;
- b) name and reference number of the contract being awarded, a summary of its scope and the selection method used;
- c) the name of the successful Tenderer, the final total contract price, the contract duration.

- d) dates of signature, commencement and completion of contract;
- e) names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening;

49. Procurement Related Complaints and Administrative Review

49.1 The procedures for making a Procurement-related Complaint are as specified in the **TDS**.

49.2 A request for administrative review shall be made in the form provided under contract forms.

SECTION II – TENDER DATA SHEET (TDS)

The following specific data shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
A. General	
ITT 1.1	The reference number of the Request for Tenders is: <i>SEN/OT/064R/2024-2025</i> The Procuring Entity is: <i>Senate of the Republic of Kenya</i> The name of the ITT is: <i>Proposed Supply, Delivery, installation, Configuration, Commissioning and Maintenance of an Integrated Digital Congress System for the Senate of Kenya</i>
FITT 3.3	The firms (if any) that provided consulting services for the contract being tendered for are : Not applicable
ITT 4.1	Maximum number of members in the JV shall be: Two (2)
ITT 4.9	The Procuring Entity may require tenderers to be registered with (As specified in the eligibility criteria)
B. Tendering Document	
ITT 8.1	For <u>Clarification of Tender purposes</u> only, the Procuring Entity's address is: Attention: Chief Procurement Officer, Senate Address: 2 nd Floor, Protection House, at the junction of Parliament Road, and Haile Selassie Avenue, P.O. Box 41842 - 00100, NAIROBI, KENYA. Electronic mail address: [senateprocurement@parliament.go.ke] Requests for clarification should be received by the Procuring Entity no later than: 3(three) days before deadline for submission of tenders.
ITT 8.2	Web page: www.tenders.go.ke and/or www.parliament.go.ke
ITT 8.4	A Pre-Bid Meeting _ <i>“shall not ”</i> take place. A site visit may be facilitated by the Senate on Friday 16 th and/or Monday 19 th May 2025 upon request by interested bidder(s).
ITT 9.1	The Procuring Entity shall publish its response at the website: www.parliament.go.ke and <i>/or www.tenders.go.ke</i>
C. Preparation of Tenders	
ITT 13.1 (k)	The Tenderer shall submit with its Tender the following additional documents: as shall be specified in the evaluation criteria.
ITT 15.1	Alternative Tenders are not permitted.
ITT 15.2	Alternatives to the Time Schedule_not permitted. If alternatives to the Time Schedule are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.
ITT 15.4	Alternative technical solutions shall be permitted for the following parts of the Information System: _____ as further detailed in the Specification. If alternative technical solutions are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.

ITT 22.3 (v)	Other types of acceptable securities are: <i>None</i>
ITT 23.1	In addition to the original of the Tender, the number of copies is: Nil
ITT 23.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: <i>Power of Attorney</i>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
D. Submission and Opening of Tenders	
ITT 25.1	<p>For Tender submission purposes only, the Procuring Entity's address is: <i>[This address may be the same as or different from that specified under provision ITT 7.1 for clarifications]</i></p> <p style="text-align: center;">The Clerk of the Senate, Parliament of Kenya, P. O. Box 41842- 00200 NAIROBI Attention to: Chief Procurement Officer (Senate) 2nd Floor Protection House</p> <p>The deadline for Tender submission is:</p> <p>Date: 20TH MAY, 2025</p> <p>Time: 1100 HOURS (EAST AFRICA TIME)</p>
ITT 25.1	Tenderers "shall not" have the option of submitting their Tenders electronically. The Electronic Tendering submission procedures shall be: <i>Not applicable.</i>
ITT 28.1	The Tender opening shall take place at: <i>Senate Procurement Offices, 2nd Floor, Protection House, Parliament Buildings, Nairobi, Kenya on 20th May, 2025 at 1100 Hours (East Africa time).</i>
ITT 28.1	The electronic Tender opening procedures shall be: <i>Not applicable.</i>
ITT 28.6	The Form of Tender and Price Schedules shall be initialed by 3(three) representatives of the Procuring Entity conducting Tender opening.
E. Evaluation, and Comparison of Tenders	
ITT 33.3	There shall be no adjustment to the tender price.
ITT 35.1	<p>The currency(ies) of the Tender shall be converted into a single currency as follows:</p> <p><i>TENDERERS SHOULD QUOTE IN KENYA SHILLINGS ONLY</i></p>
ITT 36.2	Margin of Preference <i>shall not apply.</i>
ITT 36.4	The invitation to tender is extended to the following group that qualify for Reservations

	<i>The Invitation to Tender is Open to all eligible and interested Tenderers.</i>
ITT 40.2 (b)	LOTS NOT APPLICABLE
ITT 44.3	<i>At the technical evaluation stage where tenderers provides reference of similar systems already installed to their clients, verification of those systems will be undertaken to assess authenticity through review of system documentation, functionality, post- installation supplier support, software licenses, and any relevant aspects of the system. The aim is to satisfy ourselves on the supplier's capability relevance of their experience compared to the system we require. Should we find any material inconsistencies from the verification exercise, the front runner will be disqualified and will not be awarded the contract.</i>
ITT 46.1	The award will be made in accordance with Section III, Evaluation and Qualification Criteria.
ITT 47.1	The maximum percentage by which quantities may be increased is: Not Applicable . The maximum percentage by which quantities may be decreased is: Not Applicable . The items for which the Procuring Entity may increase or decrease the quantities are the following. None .
ITT 50.1	The proposed Adjudicator is: Nairobi Center for International Arbitration

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 51.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “Notice of Intention to Award the Contract” herein and are also available from the PPRA website info@ppra.go.ke or complaints@ppra.go.ke.</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p style="text-align: center;">Director General, Public Procurement and Regulatory Authority, info@ppra.go.ke, complaints@ppra.go.ke</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of the Tendering Documents; and 2. the Procuring Entity's decision to award the contract.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provisions

- 1.1 Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:
- a) For business turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
 - b) Value of single contract - Exchange rate prevailing on the date of the contract signature.
 - c) Exchange rates shall be taken from the publicly available source identified in **the ITT 14.3**. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.
- 1.2 This section contains the criteria that the Procuring Entity shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than those specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use the Standard Tender Evaluation Report for Goods and Works for evaluating Tenders.

2. Evaluation of Tenders (ITT 33)

2.1 Successful Tender or Tenders

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate Tenders. By applying these criteria and methodologies, the Procuring Entity shall determine the successful Tender or Tenders which has/have been determined to:

- a) be substantially responsive to the tender documents;
- b) Offer the lowest evaluated cost to the Procuring Entity for all items of Goods to be procured based on either a single Contract or all multiple Contracts combined, as the case may be, in accordance with the ITT 13.6 inviting Tender prices and discounts, and provisions made of the Tender Document for evaluation of tenders and award of contract (s); and
- c) be offered by Tenderer or Tenderers that substantially meet the qualification criteria applicable for Contract or combined Contracts for which they are selected.

2.2 Evaluation of Tenders

Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered non-responsive and will not be considered further.

PRICE EVALUATION

Consistent with and in addition to the criteria listed in ITT 33.3 and ITT 29.3; and ITT 34 and its subparagraphs the following criteria shall apply:

2.2.1 Evaluation of Technical aspects of the Tender

The Procuring Entity shall evaluate the Technical aspects of the Tender to determine compliance with the Procuring Entity's requirements under Section V 'Schedule of

Requirement' and whether the Tenders are substantially responsive to the Technical Specifications and other Requirements.

- 222 Evaluation of Commercial Terms and Conditions of the Tender (ITT 33.1(a)):** The Procuring Entity shall determine whether the Tenders are substantially responsive to the Commercial and Contractual Terms and Conditions (e.g. Performance securities, Payment and delivery schedules)

223 Evaluation Criteria (Other Factors) (ITT 33.6)

The Procuring Entity's evaluation of a Tender may take into account, in addition to the Tender Price quoted in accordance with ITT 13.8, one or more of the following factors as specified in ITT 33.2(d) and in TDS ITT 33.6, using the following criteria and methodologies.

a) Delivery schedule.

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section V, Schedule of Requirements. No credit will be given to deliveries before the earliest date, and Tenders offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment of [insert the adjustment factor], will be added, for evaluation purposes only, to the Tender price of Tenders offering deliveries later than the "Earliest Delivery Date" specified in Section V, Schedule of Requirements.

[An adjustment factor of 0.5% per week of delay would be reasonable. However, the adjustment factor should not be more than the rate of Liquidated Damages to be applied in case of delay in delivery of Goods and Services under the Contract conditions.]

b) Deviation in payment schedule. [insert one of the following]

- i. tenderers shall state their Tender price for the payment schedule outlined in the SCC. Tenders shall be evaluated on the basis of this base price. tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in Tender price they wish to offer for such alternative payment schedule. The Procuring Entity may consider the alternative payment schedule and the reduced Tender price offered by the tenderer selected on the basis of the base price for the payment schedule outlined in the SCC.

or

- ii. The SCC stipulates the payment schedule specified by the Procuring Entity. If a Tender deviate from the schedule and if such deviation is considered acceptable to the Procuring Entity, the Tender will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Tender as compared with those stipulated in the SCC, at the rate per annum [insert adjustment rate].

c) Cost of major replacement components, mandatory spare parts, and service. [insert one of the followings]

The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the TDS 15.4, is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each Tender, shall be added to the Tender price, for evaluation purposes only.

or

The Procuring Entity will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the TDS 15.4. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the tenderer and added to the Tender price, for evaluation purposes only.

or

Tenderer shall provide along with its Tender, the list of recommended spare parts for Goods offered indicating for each item of spare part the recommended quantity and unit, and total CIP final destination prices required during the initial period of operation specified in the TDS 15.4. The prices

offered shall not exceed the prevailing prices charged to other parties by the Tenderer. The cost of such spare parts will not be taken into account for tender evaluation. The Procuring Entity may award the contract for spare parts to the Tenderer that is successful for the supply of Goods, by selecting at its option, from the Tender's list of recommended spare parts, such items and quantities against each as the Procuring Entity may deem appropriate at the unit prices indicated by the

Tenderer but not exceeding ----% (present) of the cost of Goods [normally not more than 10% or 15%.]

- d) Availability in Kenya** of spare parts and after sales services for equipment offered in the Tender.

An adjustment equal to the cost to the Procuring Entity of establishing the minimum service facilities and parts inventories if quoted separately, shall be added to the Tender price, for evaluation purposes only.

e) Life Cycle Costs

If specified in TDS 33.6, an adjustment to consider the additional life cycle costs for the period specified below, such as the operating and maintenance costs of the Goods, will be added to the Tender price, for evaluation purposes only. The adjustment will be evaluated in accordance with the methodology specified below and the following information:

- i) number of years for life cycle cost determination *[insert the number of years of economic life of Goods]*;
- ii) the discount rate to be applied to determine the net present value of the life-cycle- cost is *[insert the discount rate]*;
- iii) the annual operating and maintenance costs (recurrent costs) shall be determined on the basis of the following methodology: *[insert methodology E.G. This should include factors that will be used for determination of life-cycle- cost such as costs of operation and maintenance, residual value at the end of economic life of Goods, major elements that will be used for determination of cost of operation and maintenance such as fuel, power, labor, spare parts, etc. unit prices of elements such as fuel, power, etc., quantity of annual usage such as Kms or Hours of operation of Goods, Formula for calculation of LCC, etc]*;
- iv) and the following information is required from tenderers *[insert any information required from tenderers, including prices e.g. Guaranteed fuel and/or power consumption, cost of labour, spare parts, etc]*.

f) Performance and productivity of the equipment: *[insert one of the followings]*

- i) Performance and productivity of the equipment. An adjustment representing the capitalized cost of additional operating costs over the life of the goods will be added to the Tender price, for evaluation purposes if specified in the TDS 33.6. The adjustment will be evaluated based on the drop in the guaranteed performance or efficiency offered in the Tender below the norm of 100, using the methodology specified below.

[Insert the methodology and criteria if applicable e.g. The Following aspects could be considered in the formulation of this methodology and criteria: (i) Tender price for the equipment; ii) Price of spare parts required for AAA years of operations, iii) Adjustments to tender price for omissions, deviations and exceptions to technical and commercial conditions in the tender documents; iv) Capitalized cost savings due to the equipment efficiency at the rate of XXX (specify currency and amount) for each YYY % (percent) above the minimum ZZZ % (percent) efficiency; v) Capitalized cost for the auxiliary power consumption at PPP (specify currency and amount) per KW for AAA years; and vi) Applicable discount rate of BBB%.]

or

- ii) An adjustment to consider the productivity of the goods offered in the Tender will be added to the Tender price, for evaluation purposes only, if specified in ITT 33.6. The adjustment will be evaluated based on the cost per unit of the actual productivity of goods offered in the Tender with respect to minimum required values, using the

methodology specified below.

[Insert the methodology and criteria if applicable E.G. The evaluation and comparison of responsive tenders shall be based on the total life cycle cost for XXX years, per unit of output. The life cycle cost shall be the sum of the initial purchase price of the equipment and the cost of operation in electric energy for XXX years of operation at unit cost of AAA (specify

*currency and amount) per kwh, discounted to net present value at
YYY percent.]*

g) Specific additional criteria

[Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in TDS 34.6][If specific **sustainable procurement technical requirements** have been specified in Section VII-Specification, **either** state that (i) those requirements will be evaluated on a pass/fail (compliance basis) **or** otherwise (ii) in addition to evaluating those requirements on a pass/fail (compliance basis), if applicable, specify the monetary adjustments to be applied to Tender Prices for comparison purposes on account of Tenders that exceed the specified minimum sustainable procurement technical requirements.]

224. Multiple Contracts (ITT 33.4)

Multiple contracts will be permitted in accordance with ITT 33.4. Tenderers are evaluated on basis of Lots and the lowest evaluated tenderer identified for each Lot. The Procuring Entity will select one Option of the two Options listed below for award of Contracts.

OPTION 1

- i) If a tenderer wins only one Lot, the tenderer will be awarded a contract for that Lot, provided the tenderer meets the Eligibility and Qualification Criteria for that Lot.
- ii) If a tenderer wins more than one Lot, the tender will be awarded contracts for all won Lots, provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the Lots. The tenderer will be awarded the combination of Lots for which the tenderer qualifies and the others will be considered for award to second lowest the tenderers.

OPTION 2

The Procuring Entity will consider all possible combinations of won Lots [contract(s)]and determine the combinations with the lowest evaluated price. Tenders will then be awarded to the Tenderer or Tenderers in the combinations provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the won Lots.

225. Alternative Tenders

(ITT 13.1) *An alternative if permitted under ITT 13.1, will be evaluated as follows: [insert one of the following]*

“A Tenderer may submit an alternative Tender only with a Tender for the base case. The Procuring Entity shall only consider the alternative Tenders offered by the Tenderer whose Tender for the base case was determined to be the Lowest Evaluated Tender.” **or**

“A Tenderer may submit an alternative Tender with or without a Tender for the base case. The Procuring Entity shall consider Tenders offered for alternatives as specified in the Technical Specifications of Section V, Schedule of Requirements. All Tenders received, for the base case, as well as alternative Tenders meeting the specified requirements, shall be evaluated on their own merits in accordance with the same procedures, as specified in the ITT 33.”

3. MARGIN OF PREFERENCE

- 3.1** If the TDS so specifies, the Procuring Entity will grant a margin of preference of 15% (fifteen percent) to Tenderers offering goods manufactured, mined, extracted, grown, assembled or semi-processed in Kenya. Goods assembled or semi-processed in Kenya shall have a local content of not less than 40%.

- 32** The margin of preference will be applied in accordance with, and subject to, the following provisions:
- a) Tenderers applying for such preference on goods offered shall provide, as part of the data for qualification, such information, including details of the goods

produced in Kenya, so as to determine whether, according to the classification established by the Procuring Entity, a particular category of goods or group of goods qualifies for a margin of preference.

- b) After Tenders have been received and reviewed by the Procuring Entity, goods offered in the responsive Tenders shall be assessed to ascertain they are manufactured, mined, extracted, grown, assembled or semi- processed in Kenya. Responsive tenders shall be classified into the following groups:
 - i) **Group A:** Tenders offering goods manufactured in Kenya, for which
 - (a) labour, raw materials, and components from within Kenya account for more than forty (40) percent of the Ex-Works price; and
 - (b) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of Tender Submission date;
 - ii) **Group B:** All other Tenders offering Goods manufactured in Kenya;
 - iii) **Group C:** Tenders offering Goods manufactured outside Kenya that have been already imported or that will be imported.
- c) To facilitate this classification by the Procuring Entity, the Tenderer shall complete whichever version of the Price Schedule furnished in the Tender Documents is appropriate. Incorrect classification may render the Tender non-responsive as no reclassification will be permitted after Tender opening. Tenderers shall provide correct information especially with respect to duties, taxes etc. paid on previously imported Goods and percentage of local labour, materials and components for Goods manufactured in Kenya as any false information which cannot be supported by documentation may render the Tender non-responsive besides other sanctions for providing falsified information.
- d) The Procuring Entity will first review the Tenders to confirm the appropriateness of the Tender group classification to which Tenderers assigned their Tenders in preparing their Tender Forms and Price Schedules.
- e) All evaluated Tenders in each group will then be compared to determine the lowest evaluated Tender of each group. Such lowest evaluated Tenders shall be compared with each other and if as a result of this comparison a Tender from Group A or Group B is the lowest, it shall be selected for the award.
- f) If as a result of the preceding comparison, the lowest evaluated Tender is a Tender from Group C, all Tenders from Group C shall be further compared with the lowest evaluated Tender from Group A after adding to the evaluated price of goods offered in each Tender from Group C, for the purpose of this further comparison only, an amount equal to 15% (fifteen percent) of the respective CIP Tender price for goods to be imported and already imported goods. Both prices shall include unconditional discounts and be corrected for arithmetical errors. If the Tender from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated Tender from Group C shall be selected as per paragraph (e) above.”

4. **Post-Qualification of Tenderers (ITT 37)**

4.1 **Post-Qualification Criteria (ITT 37.1)**

In case the tender was not subject to pre-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions (post qualification Criteria applied on a GO/NO GO basis). The Procuring Entity shall carry out the post- qualification of the Tenderer in accordance with ITT 37, using only the requirements specified herein. Requirements not included in the text below

shall not be used in the evaluation of the Tenderer's qualifications. The minimum qualification requirements for multiple contracts will be the sum of the minimum requirements for respective individual contracts, unless otherwise specified.

42 If the Tenderer is a manufacturer

a) Financial Capability

- i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets,

unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the supply cash flow of Kenya Shillings_____ [or equivalent].

- ii) Minimum average annual supply turnover of Kenya Shillings_____ [insert amount, specify a figure about 2.5 times the total Tender price]] or equivalent calculated as total certified payments received for contracts of goods manufactured and supplied within the last _____ [insert number of years). In case of multiple contracts, limitation will be placed on the number of item(s) that will be awarded to the Tenderer.

b) Experience and Technical Capacity

The Tenderer shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s) using the form provided in Section IV. In case the Tenderer is a JV, experience and demonstrated technical capacity of only the JV shall be taken into account and not of individual members nor their individual experience/capacity will be aggregated unless all members of the JV have been manufacturing and supplying Goods offered in the Tender to the same technology, processing, design, materials, specifications, model number, etc. in all respects such that Goods manufactured have the same functional characteristics, performance parameters, outputs and other guarantees and fully interchangeable which shall be documented along with other required documents demonstrating capacity to the satisfaction of the Procuring Entity in case individual members claim experience. Otherwise, documents evidencing experience and technical capacity shall be in the name of the JV that submitted the Tender. Wherever the Words “Similar Goods” have been used it includes upgrades, latest and improved versions or models of similar specifications and technology. Refer to Form Exp-1 to provide the required information.

- i) The Tenderer shall be manufacturing similar Goods for the last _____ (specify the number of years to cover a sufficiently long period ranging from 2 to 5 years depending upon the Goods to be procured).
- ii) The Tenderer shall furnish documentary evidence to demonstrate successful completion of at least _____ (Insert number) of contracts of similar Goods in the last _____ (specify number) each contract costing at least Kenya shillings _____ equivalent and involving a supply of at least _____ percentage of required quantity (usually the percentage is about 70-80%) in some cases where Procuring Entity requires deliveries in a scheduled manner over a specified time, include item (iii) below.
- iii) **(Optional)** The installed capacity to manufacture _____ number of items (specify the relevant item number) shall not be less than _____ units per _____ (specify week or month).
- c) **(Optional) Documentary Evidence of Usage of Goods (When appropriate)**
The Tenderer shall furnish documentary evidence satisfactory to the Procuring Entity to demonstrate that similar Goods as offered in the Tender have been in successful use or operation for the last _____ years. If the Tenderer is a JV, the evidence of demonstrated usage of Goods supplied in the past shall be in the name of the JV.

43 If Tenderer is a Supplier:

If a Tenderer is a Supplier offering the Goods on behalf of or from a Manufacturer under Manufacturer's Authorization Form (Section IV, Tendering Forms), the Manufacturer shall demonstrate the above qualifications 4.2 (b) (i), (ii), and (iii) and the Tenderer shall demonstrate it meets the following criteria.

- i) The Tenderer shall demonstrate that it has access to, or has available, liquid

assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the supply cash flow of Kenya Shillings _____

- ii) Minimum average annual supply turnover of Kenya Shillings _____
[in
sert amount] or equivalent calculated as total certified payments received for contracts in progress and/or completed within the last [insert of year] years,

divided by *[insert number of years]* years.

- iii) Has satisfactorily and substantially completed at least _____ (*specify number*) contract(s) of a similar nature either within Kenya, the East African Community or abroad, as a prime supplier or a joint venture member, each of a minimum value in Kenya shillings _____ equivalent.

44 History of non-performing contracts:

Tenderer (Supplier or/and manufacturer, and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur as a result of the default of the Tenderer, manufacturer or the member of JV as the case may be, in the last _____ (*specify years*). The required information shall be furnished as per form CON-2].

45 Pending Litigation

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under paragraph I (i) above assuming that all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations as per Form CON-2.

4.6. Litigation History

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last _____ (*specify years*). All parties to the contract shall furnish the information on the related Form (CON-2) about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender

A) PRELIMINARY REQUIREMENTS (MANDATORY)

No.	Documents to be submitted	Yes/No
1)	Attach documentary proof of Company's registration by registrar of companies and copies of Directors'/shareholders' identification documents (National IDs/Passport). If a JV for all partners.	
2)	A Copy of a Valid Tax Compliance Certificate or Tax exemption Certificate from Kenya Revenue Authority. Foreign tenderers to provide equivalent documentation or declaration as proof of payment of taxes in their jurisdictions.	
3)	Bidders MUST provide Manufacturer's Authorization Letter issued only by (i) M/s. Bosch Dicientis System, or (ii) M/s. Televic Conference System, or (iii) M/s. Brahler Conference System, or (iv) M/s. Taiden Industrial Technologies only) for the solution they intend to implement.	
4)	Original Copy Tender Security of Kshs 2,500,000/- in the form of a bank guarantee issued by a bank licensed by the Central Bank of Kenya and operating in Kenya or an Insurance Company approved by the Insurance Regulatory Authority and listed by the Public Procurement Regulatory Authority (PPRA) valid for 119 days in the format provided in the tender document.	
5)	Duly filled, signed and stamped Form of Tender.	
6)	Duly filled, signed and stamped bills of materials and the proposed service maintenance table.	
7)	Copy of CR12 for limited companies, CR13 for Partnerships of not more than 6(six) months from date of tender submission deadline or National Identification Card/Passport for Sole Proprietorships.	
8)	Duly filled, signed & stamped Confidential Business Questionnaire.	
9)	Duly filled, signed and stamped Certificate of Independent Tender Determination Form.	
10)	Duly filled, signed and stamped Declaration and Commitment to the Code of Ethics Form.	
11)	Duly filled, signed & stamped Self-declaration Form SD1.	
12)	Duly filled, signed & stamped Self-declaration Form SD2.	
13)	Attach a Power of attorney/Authorization document specific to this tender, giving the name of person who should be signing the bid, authorizing him/her to submit/execute this tender as a binding document. The Power of Attorney shall be notarized by a Commissioner of Oaths.	
14)	Attach a duly executed Joint Venture Agreement for JV partners or (Parent Company/Subsidiary relationship).	
15)	Attach a detailed brochure (s) for the items to be supplied.	
16)	Provide One original Tender document indicating table of content, neatly and defensively bound and sequentially serialized/paginated on each page including all the attachments .	
17)	Attach documentation such as business permit evidencing physical location and address of the bidder	
	RESPONSIVENESS	

Note:

- i) For Joint Venture, all partners to fill mandatory statutory forms save for Form of Tender which shall be filled by the lead firm.
- ii) Tenderers have to meet all the mandatory requirements to proceed for Technical Evaluation.
- iii) Senate reserves the right to carry out due diligence. Any false information provided will lead to automatic disqualification.

B) TECHNICAL EVALUATION

TECHNICAL EVALUATION

The Criteria, sub-criteria, and point system for the evaluation of the Tenders Proposal on meeting the Procuring Entity's Requirements: *[Note to Procuring Entity: Allocation of points shall be within the range provided for each criteria and sub-criteria]*

Points

- i) Specific experience of the Tenderer, as a firm, relevant to the provision of IT systems: *[0-5]*
- ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Procuring Entity's Requirements:

- a) Technical approach and methodology *[Insert points]*
 - b) Work plan *[Insert points]*
 - c) Organization and staffing *[Insert points]*

Total points for criterion (2): *[10-20]*

[Notes to Consultant: The Procuring Entity will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skill mix; and the work plan has right input of Experts]

- iii) Conformity to Technical Specifications

(Note: Sub criteria should preferably be based on the items listed under Technical Requirements of Part2– Procuring entity's requirements- Section VII- Requirements of the Information System).

- a) Functional, Architectural and Performance Requirements, including suitability of the Information System offered. *[Insert points]*
 - b) Service Specifications – Supply & Install Items, including achievement of specified performance criteria by the Information System. *[Insert points]*
 - c) Technology Specifications–Supply & Install Items. *[Insert points]*
 - d) Testing and Quality Assurance Requirements. *[Insert points]*
 - e) Service Specifications– Recurrent Cost Items. *[Insert points]*
 - f) Implementation Schedule. *[Insert points]*
 - g) System Inventory. *[Insert points]*

Total points for criterion (3)*[40-50]*

iv) Requirements of the Supplier's Technical Team for the IT Contract:

(Notes: See list in Part 2 of the Tender Document)

- a) PositionK-1: [Team Leader] *[Insert points]*
 - b) PositionK-2: [Insert position title] *[Insert points]*
 - c) PositionK-3: [Insert position title] *[Insert points]*
 - d) PositionK-3: [Insert position title] *[Insert points]*
 - e) PositionK-3: [Insert position title] *[Insert points]*

f) ETC.

Total points for criterion (4): *[20-30]*

The number of points to be assigned to each of the above Key Experts positions shall be determined considering the following three sub-criteria and relevant percentage weights:

- a) General qualifications (general education, training, and experience): *[insert weight between 10 and 30%]*
- b) Adequacy for the Contract (relevant education, training, experience in the sector or similar assignments): *[insert weight between 60 and 70%]*
- c) Relevant experience in the Kenya (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): *[insert weight between 0 and 10%]*

Total weight: 100%

- v) **Transfer of knowledge and training program** (relevance of approach and methodology):

[Normally not to exceed 5 points. When transfer of knowledge is a particularly important component of the assignment, more than 10 points may be allocated; the following sub-criteria may be provided]

- a) *Relevance of training program* *[Insert points]*
- b) *Training approach and methodology* *[Insert points]*
- c) *Qualifications of experts and trainers* *[Insert points]*

Total points for criterion (5): *[0 – 5]*

- vi) **Participation by Kenya citizens among proposed Key Experts** *[0–5]*

[not to exceed 5 points] [Sub-criteria shall not be provided. Calculated as a ratio of the Kenyan Key Experts' time-input (in person-months) to the total number of Key Experts' time-input (in person-months) in the Tender's Technical Proposal]

Total points for the five criteria: 100 The minimum technical score (St)

required to pass is: *points [Insert number]*

[Notes to Procuring Entity: the indicative range for the minimum technical score required to pass is 70

TECHNICAL EVALUATION REQUIREMENT

No.	Documents to be submitted	Max Score
1)	Firms Specific Experience as evidenced by similar assignments undertaken by the Firm. Value of each LPO/LSO's / Contract handled must have been Kshs 100,000,000/- and above. Attach five (5) LPO's/LSO's/ Contract document . Five (5) points for every LPO/LSO/Contract to a maximum of 25 points.Points will be awarded on prorata basis.	25
2)	Five (5) recommendation letters from the institutions indicated above in client letter head with contact person, email addresses and telephone addressed to Clerk of The Senate . Four (4) points for every letter, max (20) points.	20

3)	<p>Adequacy and quality of the proposed methodology, and work plan in responding to the Procuring Entity's Requirements: A detailed description of the approach you will use for implementing the proposed Multi-Media Chamber System. Clearly demonstrate how your proposed solution shall meet the desired outcomes as detailed in the TOR document. The description should contain the following key components:</p> <ol style="list-style-type: none"> Technical approach and methodology. (3 marks) Clear methodology providing detailing the understanding terms of reference of requirements for solution implementation. Work plan. (3 marks) Clear and concise project management work plan with logical sequence of tasks, milestones, timelines and resources. Proposed transfer of knowledge, training plan and schedule and test plan. (3 marks) Proposed Service Level Agreement or support plan. (1 Marks) 	10
4)	<p>Requirements of the Supplier's Technical Team for the IT Contract</p> <ol style="list-style-type: none"> Project Manager/ Team Leader - (10 marks) <ol style="list-style-type: none"> Bachelor's Degree in Information Technology / Computer Science or related field in ICT- 5 Marks (attach certificate) or Diploma in Information Technology/ Computer Science or related field in ICT – 2 Mark; and Project Management Certification - 2 Marks At least (6) years' experience in Audio Visual or IT project management – 0.5 Marks for each year (total 3 marks) (attach C.V and fill form PER-2) Two other technical personnel - (10 Marks) <ol style="list-style-type: none"> Bachelor's Degree in Information Technology / Computer Science or related field in ICT- 2 Marks each (attach certificate) (total 4 marks) or Diploma in Information Technology/ Computer Science or related field in ICT – 1 Mark each AND Audio Visual Technician Certification – 1 Marks each (Total 2 marks) At least (3) years' experience in Audio Visual or IT Project Management – 2 Marks each (total 4 marks) (attach C.V and fill form PER-2) 	20
5)	<p>Financial Capacity 1.- Provide available Lines of Credit Attach bank letters or available overdraft, loan facilities fixed deposits e.t.c addressed to the Clerk of the Senate Kshs 100 million and above – 15 Marks Kshs 50 million to Ksh 99 million – 10 Marks Below 50 million – 0 Marks</p>	15
6)	<p>Financial Capacity 2- Attach duly signed audited accounts for the last two(2) financial years 2024 and and 2023.The financial statements should be audited by a registered auditor,certified as true copies of originals.(4 Marks for compliant financial statements)</p> <p>Current Ratio (CR) - 2023 (i) CR above 1 - (3 Marks) (ii) CR between 0.5 and 1(2 Marks) (iii) CR Below 0.5 (Zero marks)</p> <p>Current Ratio (CR) - 2023 (i) CR above 1 - (3 Marks)</p>	10

	(ii) CR between 0.5 and 1 (2 Marks) (iii) CR Below 0.5 (Zero marks)	
	RESPONSIVENESS	100

Note: The minimum pass mark to proceed to the next evaluation phase of mandatory technical specifications compliance evaluation shall be **70%**.

A. MANDATORY TECHNICAL SPECIFICATIONS COMPLIANCE

**PROPOSED SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION, COMMISSIONING
AND MAINTENANCE OF AN INTERGRATED MULTI-MEDIA DIGITAL CONGRESS SYSTEM
FOR THE SENATE OF KENYA**

	<u>BILLS OF QUANTITIES</u>	Unit of measure	Qty	Bidders Response Yes /No	Remarks
A	Carefully uninstall and remove the existing integrated multi-media digital congress system (Delegate units, Ipads, Cabling and other accessories) and cart away from site as directed including making good disturbed surfaces.	Item	1		
B	Allow a provisional sum for associated builder's works and any other unforeseen works.	Item	1		
	GRAND TOTAL				

1. CONFERENCING /DISCUSSION CAPABILITY

a) Main Unit (Qty 2)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	Control for at most 4096 Contribution units, with duplication and backup connection		
2	Compliant to ISO 22259		
3	Based on ingenious CongressMatrix™ technology, integrated (n+8)×26 audio matrix processor or its equivalent		
4	Integrated 8 channels group output function, easy to combine/split conference rooms		

5	Supports Dante, an uncompressed, multi-channel digital media networking technology, with near-zero latency and synchronization		
6	Excellent immunity to RF interferences from mobile phones and comparable devices		
7	USB interface (Type-C) support digital audio transmission, mainstream conference software is adaptive		
8	In the event of PC failure, this Digital Conference System Main Unit shall revert to its stand-alone operation mode, enabling the conference to proceed		
9	Speak mode should at least support: OPEN/OVERRIDE/VOICE/APPLY/PTT. “OPEN” mode, microphone On/Off button with request- to-speak registration (AUTO). “OVERRIDE” mode, microphone On/Off button control with override of the active microphones (FIFO). “VOICE” mode, acoustic active sensitivity and automatic switch-off time adjustable continuously, built-in “flash-on” technology, immediate microphone activation on speaking. “APPLY” mode, delegate applies to speak by pressing microphone On/Off button, delegate only speaks when operator or chairman approved his application. “PTT” mode, press microphone On/Off button to talk.		
10	Number of open microphones between 1 and 8, include VIP and chairman up to 8		
11	Delegates can register ‘Present’, ‘Yes’, ‘No’ and ‘Abstain’. The total results can be displayed on hall displays and on the LCD screens of the units		
12	With web page control function, main unit's parameters can be set through web browser		
13	Duplex SC single-mode optical fiber interface		
14	Automatic recovery facility, supporting “PnP” (plug and play)		
15	Hot spare dual server structure		
16	Multichannel audio outputs		

17	Frequency response : 20 Hz to 20 kHz		
18	SNR \geq 100 dBA		
19	Dynamic range \geq 94 dB		
20	Isolation \geq 90 dB		
21	THD \leq 0.05%		
22	Power supply : 100 V - 240 V AC, 50/60 Hz		
23	Power consumption : 20W		

b) Extension Main Unit (Qty 1)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	Extension unit has two EXTENSION IN interfaces used to connect main unit or a preceding Congress Extension Main Unit, and an EXTENSION OUT interface for the next Congress Extension Main Unit		
2	Cooperates with Congress Main Unit for system capacity extension		
3	In cooperation with the Congress Main Unit and a central control system, central control of the whole system power can be realized		
4	5 × (8P-DIN) trunk-line cable outlet for direct extension and connection of more conference unit or interpretation unit etc.		
5	Compliant to ISO 22259		
6	Power supply 100 V - 240 V AC, 50/60 Hz		
7	Power consumption 500 W		

c) Chairperson's Unit (Qty 1)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	The conference Chairperson unit shall include a microphone priority button . When pressed, the priority button shall cause all currently active delegate microphones to be switched off or mute, allowing the chairman to take control of the meeting		
2	Equipped with a 14" LCD touch panel (1920×1080), 16:9 display ratio for better document reading experience		
3	8 mega pixel camera with flashlight		

4	Should realize versatile functions, e.g. conference control & management (speech, vote, simultaneous interpretation), sign-in, Conference documents management, speech text guidance, conference documents reader and editor, desktop sharing, delegate information and conference agenda display, take photo, delegate photo for attendance check and record facility on important conferences, video conversation, video display, multiple channel VOD (up to 10 channels with 1920×1080 resolution) and broadcasting, short message, call service, etc.		
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5	Supports up to 64 (1+63) CHs simultaneous interpretation		
6	Supporting “PnP” (plug and play)		
7	Excellent immunity to RF interferences from mobile phones		
8	Gain and EQ (5 band) of each microphone adjustable separately		
9	Loudspeaker with superior acoustics with minimal feedback for enhanced intelligibility		
10	Electronic document distribution for paperless meetings		
11	Internet access		
12	Bi-color LED indicator on the rear plate to display request to speak or speaking status		
13	Built-in contactless IC-Card slot		
14	Built-in fingerprint identification module		
15	DC or PoE power supply		
16	Braille indicators for visually impaired		
17	All audio and video signals are transmitted via a Cat.5e/Cat.6 network cable, paperless multimedia functions and basic capabilities of discussion and voting are parallel operations, fully guarantees the real-time performance and stability of the important data stream of the meeting		
18	Video source selection		
19	Interactive conference control and management function		

d) Delegate Unit (Qty 99)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	Stylish and ergonomically designed Paperless Multimedia Congress Terminals		
2	Should realize versatile functions, e.g. conference control & management (speech, vote, simultaneous interpretation), sign-in, conference documents management, speech text guidance, conference documents reader and editor, desktop sharing, delegate information and conference agenda display, take photo, delegate photo for attendance check and record facility on important conferences, video conversation, video display, multiple channel VOD (up to 10 channels with 1920×1080 resolution) and broadcasting, short message, call service, etc.		

3	Equipped with a 14" high-resolution (1920×1080) LCD touch panel and an integrated 8 mega pixel camera		
4	Supports up to 64 (1+63) CHs simultaneous interpretation		
5	Loudspeaker with superior acoustics with minimal feedback for enhanced intelligibility		
6	Electronic document distribution for paperless meetings		
7	All audio and video signals are transmitted via a Cat.5e/Cat.6 network cable, paperless multimedia functions and basic capabilities of discussion and voting are parallel operations, fully guarantees the real-time performance and stability of the important data stream of		

	the meeting		
8	Bi-color LED indicator on the rear plate to display request to speak or speaking status		
9	Excellent immunity to RF interferences from mobile phones		
10	Built-in contactless IC-Card slot		
11	Built-in fingerprint identification module		
12	Braille indicators for visually impaired		
13	DC or PoE power supply		
14	Internet access		
15	Video source selection		
16	Supporting "PnP" (plug and play)		
17	Gain and EQ (5 band) of each microphone adjustable separately		
18	Interactive conference control and management function.		

e) Loop Switcher (Qty 1)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	2 RJ45 Sockets		
2	Connects the primary main unit and secondary main unit		
3	Two (2pcs) 1m 8-pin to RJ45 converter cable (with 8-pin male plug and a RJ45 plug, cat.5 Extension Cable with drain wire)		

f) Stem Microphone (Qty 10)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	Broadcast quality microphone		
2	33cm or longer		
3	Semi-rigid gooseneck arm, 5pin plug		
4	Bi-color illuminated ring (green/red)		
5	Built-in windshield		

g) Headphone (Qty 100)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	Headphones for paperless conference units		
2	Should be 3.5mm stereo plug (TRS)		
3	The Frequency response should be 20 Hz to 20 kHz		
4	Sensitivity should be more than 108 dBA/1 mW		
5	180° plug		
6	Sponge Ear Pads (100 pairs)		

h) Service Request Control Unit (Qty 1)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	Stylish and ergonomic design with an ultra-thin 6.5 mm screen		
2	Equipped with a 14" LCD touch panel (1920×1080)		
3	Receives and displays seat information, requested service, etc. of the conventioners, followed by a response		
4	Capacitive touch panel supporting multi-touch, improves operation experience		
5	Cooperates with the “call service” function of paperless multimedia congress terminals		
6	DC or PoE power supply		

i) Electronic Nameplate (Qty 100)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	Elegant and ergonomic tabletop design with an ultra-thin 8 mm double screen		
2	Bi-color LED indicator on the top to display request to speak or speaking status		
3	1904 x 464 pixels display		
4	USB Type-C Connector to multimedia congress terminal		
5	Network port (RJ45), support PoE		
6	Button on the base for making a request to speak or for another user-defined functionality		
7	Extension port can connect to an external request-to-speak button, IC card reader or fingerprint identification module.		
8	Cooperates with Nameplate management software		
9	Contents may be permanently displayed after power down		

2 SOFTWARE LICENSING

a) Related Software Modules (Qty 1 each)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	Perpetual/ one off license for all software modules		
2	System Setup Management Software		

3	Professional Venue Design Software		
4	Microphone Management Software		
5	Document Management Software		
6	Voting Management Software		
7	Video Control Software		
8	Simultaneous Interpretation Software		
9	Synchronous Audio Recording Management Software		
10	Touched/Contactless IC-Card Sign-in Management Software		
11	Fingerprint Identification Management Software		
12	Congress Matrix Software		
13	Congress Service Management Software		
14	Electronic Nameplate Management Software		
15	Video Service Software		
16	Dual PC Server Hot Spare Software		
17	Dual System Main Unit Hot Spare Software		

3. IDENTIFICATION AND REGISTRATION

a) Fingerprint Scanner (Qty 1)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	Fingerprint Scanner is required to work with PC to take the delegate's fingerprint to realize biometric authentication with high reliability		
2	Cooperates with Fingerprint Identification Management Software		

b) Contactless IC Card Encoder (Qty 1)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	Encoding unit to produce the contactless IC-Cards		
2	Operating frequency: 13.56 MHz		
3	Compliance standard: ISO 15693		

c) Contactless IC Card (Qty 100pcs)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	IC-Card shall be used to grant access to a sign-in system		
2	Dimension: 86x54mm		

4. INTERPRETATION

a) Interpreter Unit (Qty 10)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	Compliant to ISO 20109 and ISO 4043		

2	Audio quality: supporting 48 kHz audio sampling rate, 20 Hz to 20 kHz frequency response on all 64 channels		
3	Built-in 64 CHs channel selector and loudspeaker, pluggable stem microphone and headphone/microphone jacks.		
4	6.8" TFT LCD for high quality display		
5	LCD can display channel number, language name, input language, quality indication and short message		
6	Gain and low cut of the activated microphone can be adjustable by the main unit or the application software		
7	Integrated high-pass filter (low-cut switch) to cut low frequency elements from the audio when needed		
8	“Closed Loop - Daisy Chain” connection topology		
9	Excellent immunity to RF interference from mobile phones		
10	7 pre-select buttons (1/2/3/4/5/6/7) for relay languages with activation indication on the LCD		
11	Supports 3.5 mm stereo headset with CTIA standard		
12	Braille is present for all physical buttons		
13	Mobile messaging integration: lead interpreter can send text messages from a mobile phone to all Interpreter Units via Bluetooth		
12	Three necessary modes between interpreter booths: Interlock, Override and BC-Override		

b) Interpreter Headset (Qty 10)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	Incorporated with interpreter unit for monitoring and speaking		
2	Greater headband adjustability, suitable for all the users		
3	Hi-Fi sound quality		
4	Interpreters can wear the headset according to their habits		
5	TRRS plug, stereo, with detachable Earshells		
6	Sponge Ear Pads (10 pairs)		

c) Stem Microphone (Qty 10)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	33cm or longer		
2	Bi-color(green/red) illuminated ring and lockable windshield		
3	Broadcast standard microphone		
4	Semi-rigid gooseneck arm		
5	5pin plug		

5. AUTO-TRACKING CAMERAS AND BROADCAST

a) Video Tracking Camera (Qty 6)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	4K Ultra HD Output: Using a new generation of SONY 1/1.8-inch high-quality CMOS, it can achieve maximum 4K60 ultra-high-definition resolution broadcast and image output, and record larger scenes.		
2	25X Optical Zoom Lens: Equipped with a 25x ultra-high-		
	definition optical lens and supporting the mainstream horizontal viewing angle of 59.2°, it can meet the needs of more scenes such as video conferencing in large auditoriums and blackboard writing in lecture theaters to restore true details.		
3	Infrared Remote Control Signal Transparent Transmission Function: In addition to receiving its own infrared remote control signals, it can also receive signals from user's infrared remote control and send them to the video conferencing terminal through the VISCA port.		
	The new ultra-high signal-to-noise ratio CMOS image sensor can effectively reduce image noise under low-light conditions. At the same time, 2D & 3D digital noise reduction is applied to significantly reduce image noise. Even under ultra-low light conditions, the image can still be kept clean and clear, and the image signal-to-noise ratio is higher than 50dB.		
	In addition to receiving its own infrared remote control signals, it can also receive signals from user's infrared remote control and send them to the video conferencing terminal through the VISCA port.		
4	Multiple Network Protocols Supports ONVIF, SRT, RTSP, RTMP, NDI® HX and other network protocols.		
5	USB3.0+HDMI+IP+SDI Full interfaces, Rich Application Scenarios: Compatible with all current mainstream video output interfaces, HDMI+USB3.0+IP can output 4K60 resolution at the same time.		
6	Pixels 8.50 Megapixels, 8.29 Effective Megapixels		
7	Resolution: HDMI:4K60/59.94/50/30/29.97/25, 1080p60/59.94/50/30/29.97/25,720p60/503G-SDI: 1080p60/59.94/50/30/29.97/25,1080i60/59.94/50, 720p60/50		
8	Lens:25X Optical Zoom, f=7.1(W)~171.95mm(T)		
9	Horizontal View Angle:59.2°(W)~2.5°(T)		
10	Vertical View Angle:34.6(W)~1.4(T)		

b) Video Tracking Matrix (Qty 1)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	1pcs Video Tracking Matrix these switchers can communicate with the conference system and realize video tracking function		
2	High performance video signal matrix, support seamless switching, after change source, new video comes out in a few milliseconds, high-fidelity output		
3	Widely used in the place of radio & television engineering, multimedia conference hall, large screen display engineering, TV teaching and leadership office		
4	Gen-lock based Video Wall: based on Gen-Lock technology, the video delay between any output channels is less than 0.1 ms, the video will not be distorted. Available in up to 16 ×16 output channels. It's especially matched with LCD/LED Video Wall		
5	Supports manifold signal input/output cards, such as 4KHDMI, etc.		
6	Compatible with manifold signal formats of input/output signal cards for cross switching		
7	Support various format of signals input, and the output resolution is default as 1080P60, can be setup by Matrix Control Tool		
8	With 1 RJ45 interface, supports TCP / IP, can communicate with the conference system, can realize video tracking function.		
9	With 1 RS232 interface, for connecting to PC, central control system or Camera Control Keypad.		
10	Two RS422 interfaces with built-in professional camera control protocols, a variety of professional cameras like, HUAWEI, SONY, PELCO, Panasonic and other professional cameras can be controlled		
11	With Matrix Control Tool, can realize remote control, including Matrix Switch, Signal Setting, etc.		

c) 4K HDMI Input Card (Qty 4)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	4K Seamless HDMI Input Module		
2	Dual Ø 3.5mm earphone jack for analog audio input		
3	Dual HDMI Type A 19P Female input ports, supports HDMI2.0/DVI1.0		
4	Automatic recognition of input resolution, supporting up to 3840×2160 444 @60Hz, with backward compatibility for lower resolutions		

d) 4K HDMI Output Card (Qty 4)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	4K Seamless HDMI Output Module		
2	Dual Ø 3.5mm earphone jack for analog audio output		
3	Dual HDMI Type A 19P Female output ports, supports HDMI2.0/DVI1.0		
4	Supports output resolution up to 3840×2160 444 @60Hz, with backward compatibility for lower resolutions		

e) **Video Encoder (Qty 2)**

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	HDMI encoder for encoding and network transmitting HDMI signal		
2	SDI/HDMI signal acquisition and encoding capability support 1920x1200@60 and backward compatibility, with frame rate of 1 to 30 adjustable		
3	Adopting DSP processing chip and embedded operating system, reliable due to immunity to network virus attacks		
4	Supports stereo audio input, using the industry's most advanced audio algorithms and audio sampling frequency of 48 kHz, the audio input sensitivity is adjustable, with better sound quality		
5	Power supply AC 100 V - 240 V, 50 Hz / 60 Hz		
6	Max. consumption 10 W		

f) **Video Decoder (Qty 1)**

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	High-definition digital AV decoder		
2	With high-performance DSP chip and dedicated hardware platform, supports 1 channel HDMI video and 1 channel VGA signal synchronization decoding and display, and immune to network virus attack		
3	Used for multi-channel digital media signal decoding and output		
4	Power supply AC 100 V - 240 V, 50 Hz / 60 Hz		
5	Resolutions:1280×720p@50/60 Hz;1920×1080i@50/60 Hz;1920×080p@25/30/50/60 Hz; 1024×76@60 Hz; 1280×1024@60 Hz; 1366×768@60 Hz; AUTO		
6	1pc 12V Adapter (12 V DC, 2.5A)		

g) **Camera Control Keypad (Qty 1)**

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	Camera parameters control such as camera white balance, exposure, focus and zoom		
2	Support real-time PVW of current camera viewing through up streaming (RTSP only).		
3	7 camera shortcuts can be set quickly according to requirements, up to 1000 camera information can be saved		
4	Display main parameters of camera directly, personalize stylish interface casually.		
5	Open camera's menu quickly and combine PVW screen or image screen to control.		
6	Support VISCA, VISCA Over IP, VISCA TCP, PELCO P/D and Onvif control protocols, support automatic protocol recognition.		
7	External RS-232, RS422/485 serial port and RJ45 network interface, the network interface supports POE function, thereby reducing wiring trouble.		
8	Support up to 8 tally channels.		
9	Access Web backstage through PC internet to set up main functions.		

6. MICROPHONE CONTROL

a) Audio Input and Output Device (Qty 1)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	16 channels digital & analog audio inputs & outputs		
2	Supports Dante, an uncompressed, multi-channel digital media networking technology, with near-zero latency and synchronization		
3	Converts the digital audio signals of the Congress System to multi-channel digital /analog audio signals, for further processing in infrared simultaneous interpretation systems or recording devices		
4	With web page control function for parameters to be set through web browser		
5	All inputs can be mixed with arbitrary ratio, and outputted to any channel		
6	Transmits multi digital/analog audio channels to the interpretation channels of the Congress System, for example for remote interpretation purposes or for transmission to floor channel		
7	It can be used for network audio transmission, connecting to ASR System		

7. NETWORK CONNECTIVITY

a) PoE Distributor (Qty 20)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	PoE distributor for power supply		
2	For tabletop multimedia congress terminal		
3	Power Supply: DC48V, 2A		
4	Compliant to PoE power supply standard IEEE 802.3at		
5	Power consumption: 90W		
6	Power adapter: 48 V DC, 1.875A (20pcs)		

b) Congress PoE Network Switcher (Qty 4)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	Built-in PoE switch to choose way of power supply		
2	Based on originated GMC-STREAM Gigabit Multimedia Congress Stream technology		
3	Sync power on/off with the Congress Main Unit		
4	Supports PoE for series multimedia congress terminal and normal mode electronic nameplate		
5	Power Supply: AC100V-240V, 50Hz/60Hz		
6	Power consumption: 400W		

8. DISPLAY SCREENS

a) Television (Qty 6)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	75 inches screen size		
2	3840x2160 resolution		
3	Digital Broadcasting: DVB-TS2(T2 Ready)		
4	Ethernet Port		
5	Wireless LAN Built-In		
6	4 HDMI Ports		
7	Wi-Fi Direct		
8	200Hz Motion Rate		

9. SOUND ENFORCEMENT

a) Audio Amplifier (Qty 1)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	Digital power amplifier + switching mode power supply, high efficiency, small size, light weight		
2	Uses energy-efficient Class D technology and switching mode power supply technology		
3	Adapts to all power network worldwide, plug and play		

4	The power amplifier can obtain energy from the grid smoothly and evenly, whereby minimizing the interference to the grid and improving the efficiency of grid power utilization		
5	The equipment generates less heat with low operating temperature of components, long service life and high reliability		
6	Multiple working modes: stereo, mono, bridge mode		
7	Switching working mode via back panel switch		
8	Amplifier gain selectable		
9	Equipped with XLR audio input interface and Speakon audio output interface		
10	Input signal can be looped out to the next amplifier through XLRM		
11	Optimal protection function: short circuit, DC, over-heating, overload protection, power control, etc.		
12	Input sensitivity (Rated power, 1 kHz) : 0.775 Vrms, 32 dB		
13	THD+N (10% Rated power, Typical value) : 0.05%		
14	IMD-SMPTE (10% Rated power, Typical value) : 0.05%		
15	DIM30 (10% Rated power, Typical value) : 0.05%		
16	Crosstalk suppression (Below rated power, 20 Hz - 1 kHz) : ≥ 75 dB		
17	Frequency response (10% Rated output power, 8 Ω , 20 Hz - 20 kHz) : ± 0.2 dB		
18	SNR (A weighted, 20 Hz - 20 kHz) : ≥ 105 dB		

b) Public Address Mixer (Qty 1)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	16 Channel Mixer		
2	Powered Mixer		
3	Compatible with 4 Ohm and 8 Ohm speakers		
4	Independent monitor output		
5	Feedback Suppressor, which automatically cuts and prevents undesirable feedback noise		
6	Master EQ with setting for speech and music playback		
7	Independent three-band equalizer on each channel for tonal adjustment and sound control		

c) Vertical Column Speakers (Qty 6)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	4 Units Two-way Column Loudspeaker		
2	15° or 40° fixed vertical coverage and accurate pointing, sound reflection, speech articulation is optimized.		
3	Complex carbon fiber units		
4	Supports working in conjunction with multiple speakers		

5	Base on the mortise-tenon joint design, it can be quick disassembly. composite wood with three characteristics, which can adjust the cabinet resonant frequency to the outside of the column's operating frequency range.		
6	4 x 4" midwoofers and 12 x 0.75" tweeters.		
7	The coaxial transducers with 3 tweeters in an "array within an array" design, allowing smoother off-axis response and wider high frequency directivity.		
8	Power : 200 W (AES), 400 W (PGM), 800 W (PEAK)		
9	Max SPL : 123dB SPL, 129dB SPL peak		
10	Midwoofer Unit : 4 x 4" complex carbon fiber diaphragm midwoofers		
11	Tweeter: 12 x 0.75" nano carbon fiber diaphragm tweeters		
12	Coverage Pattern - Nominal Coverage: 100°(H)* 15°(V) or 40°(V)		
13	Sensitivity : 100dB		
14	Frequency Range : 80 Hz-20 kHz (±3 dB)/ 60 Hz-25 kHz (-10 dB)		

10. ACCESSORIES

a) General

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	1m 8-pin to RJ45 converter cable (with 8-pin male plug and a RJ45 plug, cat.5 Extension Cable with drain wire)		
2	10m 8-pin to RJ45 converter cable (with a male and a female plug)		
3	1m 8-pin to RJ45 converter cable (with 8-pin male plug and a RJ45 socket, cat.5 Extension Cable with drain wire)		
4	1m 8-pin to RJ45 converter cable (with 8-pin female plug and a RJ45 socket, cat.5 Extension Cable with drain wire)		
5	50m Ethernet extension Cable (with drain wire and shielded RJ45 plugs)		
6	Speaker cable (for Column Loudspeaker, 305 m per roll, white)		
7	Swivel (pan)/Tilt Wall Bracket (for Column Loudspeaker)		
8	42U cabinet: Universal 19" design to support all Rackmount active and passive products		

b) Desktop PC (Qty 2)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	Fully Licensed Microsoft Windows 11 Professional 64-bit and Microsoft Office 2021		
2	Processor: 13th Generation Intel Core i7-with Turbo Boost Technology, 12 MB L3 cache, 4 cores, 8 threads)		
3	Wireless connectivity: Realtek RTL8822CE 802.11a/b/g/n/ac (2x2) Wi-Fi and Bluetooth 5 combo (MU-MIMO supported; Modern Standby (Connected))		
4	Memory: 16 GB DDR4-3200 MHz RAM (1 x 16 GB) 16 GB DDR4-3200 MHz RAM (2 x 8 GB) (Transfer rates up to 3200 MT/s.)		
5	Storage: 512 GB, SSD		
6	Form factor: All-in-one		
7	Display: Touchscreen, 35.6 cm (14") diagonal, FHD (1920 x 1080), touch, IPS, micro-edge, anti-glare, 250 nits, 45% NTSC		
8	Keyboard: Full-size, backlit, natural silver keyboard		
9	Camera: HP Wide Vision 720p HD camera with integrated dual array digital microphones		
10	Audio: Audio by B&O; Dual speakers; HP Audio Boost		
11	Pointing device: HP Imagepad with multi-touch gesture support; Precision Touchpad Support		
12	Ports: 1 USB Type-C 10Gbps signaling rate (USB Power Delivery, DisplayPort 1.4, HP Sleep and Charge); 2 USB Type-A 5Gbps signaling rate; 1 AC smart pin; 1 HDMI 2.0; 1 headphone/microphone combo		
13	Power supply: 45 W Smart AC power adapter		
14	One (1) Year, Proof warranty must		

c) Laptop Computer (Qty 3)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	Fully licensed Microsoft Windows 11 Professional 64 bit and Office 2021		
2	Processor: Intel® Core™ i7-11XXX (up to 4.0 GHz with Intel® Turbo Boost Technology, 12 MB L3 cache, 4 cores, 8 threads)		
3	Storage: 512 GB PCIe® NVMe™ M.2 SSD		
4	Memory: 16 GB DDR4-3200 MHz RAM (2 x 8 GB) Transfer rates up to 3200 MT/s.		
5	Graphics (integrated) Intel® Iris® Xe Graphics		
6	Wireless Keyboard and Mouse Combo		
7	Display: 68.6 cm (27") diagonal, FHD (1920 x 1080), IPS, three-sided micro-edge, anti-glare, 250 nits, 72% NTSC		
8	Connectivity: Integrated 10/100/1000 GbE LAN		

9	Wireless connectivity: Realtek RTL8852BE Wi-Fi 6 (2x2) and Bluetooth® 5.3 wireless card (supporting gigabit data rate)		
10	Ports: Rear: 1 USB Type-C® 5Gbps signaling rate; 1 USB Type-A 5Gbps signaling rate; 2 USB 2.0		
11	Webcam: 5MP IR privacy camera with temporal noise reduction integrated dual array digital microphones, 1.4um camera sensor		
12	Warranty: 1 - year hardware warranty, technical support & service for software and initial setup		

d) Colour Printer (Qty 1)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	Colour LaserJet Printer		
2	Functions: Print, scan, copy		
3	Memory: standard 256 MB DDR, 256 MB Flash		
4	Display: 2.7" color graphic screen		
5	Number of print cartridges: 4 (1 each black, cyan, magenta, yellow)		
6	Duplex Printing: Automatic (standard)		
7	Connectivity: 1 Gigabit Ethernet 10/100/1000 Base-T network 1 Hi-Speed USB 2.0 (host) 1 Wi-Fi 802.3az		
	802.11b/g/n (2.4 GHz) Wi-Fi radio		
8	Paper trays: Min - standard 2		
9	1 year warranty includes parts, service and labour		

e) Uninterrupted Power Supply (Qty 1)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	Rack mountable - 2U		
2	Output Power Capacity - 1.5kVA		
3	Interface Port(s) - Serial, Smart-Slot, USB		
4	Control panel - Multifunction LCD status and control console		
5	Power Cord		

11. INSTALLATION, INTEGRATION AND INTEROPERABILITY

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	System Installation, Integration, Configuration and Testing		
2	The systems should be able to speak the same language and therefore SHOULD not require a third-party connector or software to join the components together		

3	SHOULD create systems in which information and data exchanges that do not require translation or any middleware or can be widely shared, regardless of the technologies involved in sending, receiving, and distributing that information		
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12. KNOWLEDGE TRANSFER AND DOCUMENTATION

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	Conduct Technical Training and provide technical manuals		
2	Conduct Operational Training and provide operation manuals		
3	Conduct End User Training and provide end user manuals		
4	Provide As Built System Block Line Drawings (Both Soft - Flash Disk and Hard Copy - A3 Paper)		

13. WARRANTY AND TECHNICAL SUPPORT

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	36 months for parts, support and maintenance		
2	Access to software updates, technical support, and maintenance		

Note:

- i) A bidder has to meet the above specifications or provide superior compatible specifications.
- ii) The specifications shall also be evaluated against the product brochures provided by Tenderers.
- iii) Any bid that does not meet the above technical requirements or equivalent shall automatically be disqualified.

B. FINANCIAL EVALUATION CRITERIA

Bidders who successfully progress through the technical evaluation phase will advance to the financial assessment, which encompasses the following evaluative procedures:

- (i) Verification of accuracy of calculations and completion of the bills of quantities.
 - (ii) Any discrepancies arising from miscalculations related to unit price, quantity, subtotal, and total bid price shall be regarded as significant deviations that compromise the integrity of the tender, resulting in disqualification of the bid as non responsive.
 - (ii) Comparison of validated tender sums as stated in the Form of Tender.
- (f) Due Diligence.

The lowest evaluated responsive tender shall be subjected to due diligence to ascertain the correctness and authenticity of the information provided by the bidder. Due diligence findings which confirm false/ fraudulent documentation/declarations will lead to automatic disqualification of the bid, and the next lowest evaluated bid shall be considered.

(g) Contract negotiation:-

The Senate may hold contract negotiations with the lowest evaluated responsive bidder to clarify any emerging issues.

(h) Contract award Criteria

The Senate will award the contract to the successful tenderer whose tender has been determined to be 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 after affirmative due diligence findings.

The successful bidder will prior to signing of contract be required to provide a 10% performance bond in the form of a bank guarantee issued by a bank licensed by Central Bank of Kenya valid for one month beyond the project implementation period proposed by the bidder in their project methodology and work plan.

Further, prior to signing of contract, the successful bidder will be required to furnish the Senate a comprehensive list of frequently used spares, consumables and equipment and their respective provisional prices at the time to inform post-warranty system maintenance contracting.

Tenderers who score less than the required pass will be automatically disqualified. Tenderers who pass the technical evaluation will be evaluated further.

1 Tender Evaluation (ITT 35.5)

Price evaluation: in addition to the criteria listed in ITT 35.5 (a)–(e) the following criteria shall apply:

- i) Time Schedule:** time to complete the Information System from the effective date specified in Article 3 of the Contract Agreement for determining time for completion of pre-commissioning activities is: No credit will be given for earlier completion. Tenders offering a completion date beyond the maximum designated period shall be rejected.
- ii) Alternative Technical Solutions for specified parts of the Works, if permitted** under ITT 13.4, will be evaluated as follows: _____
- iii) Other specific additional criteria-** if permitted under ITT 36.5 (f) the relevant evaluation method, if any, shall be as follows:

- iv) Recurrent Costs** - since the operation and maintenance of the system being procured form a major part of the implementation, the resulting recurrent costs will be evaluated according to the principles given here after, including the cost of recurrent cost items for the initial period of operation stated below, based on prices furnished by each Tenderer in Price Schedule Nos. 3.3 and 3.5. The recurrent cost factors for calculation of the implementation schedule are:

- i) Number of years for implementation*
- ii) Hardware maintenance*
- iii) Software licenses and updates*
- iv) Technical services*
- v) Telecommunication services, and*
- vi) Other services (if any).*

- v) Recurrent cost items for post- warranty service period** if subject to evaluation shall be included in the main contractor a separate contract signed together with the main contract. Such costs shall be added to the Tender price for evaluation.

2 Alternative Tenders (ITT13.1)

An alternative if permitted under ITT 13.1, will be evaluated as follows:

The Procuring Entity shall consider Tenders offered for alternatives as specified in Part 2- Procuring Entity's requirements. Only the technical alternatives, if any, of the Tenderer with the Best Evaluated Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.

3 Apply Margin of Preference

3.1 If the TDS so specifies, the Procuring Entity will grant a margin of preference of fifteen percent (15%) to be loaded on evaluated prices of the foreign tenderers, where the percentage of shareholding of Kenyan citizens is less than fifty-one percent (51%).

3.2 Contractors for such preference shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractors qualifies for a margin of preference.

3.3 After Tenders have been received and reviewed by the Procuring Entity, responsive Tenders shall be assessed to ascertain their percentage of shareholding of Kenyan citizens. Responsive tenders shall be classified into the following groups:

- i) Group A: tenders offered by Kenyan Contractors and other Tenderers where Kenyan citizens hold shares of over fifty one percent (51%).
- ii) Group B: tenders offered by foreign Contractors and other Tenderers where Kenyan citizens hold shares of less than fifty one percent (51%).

3.4 All evaluated tenders in each group shall, as a first evaluation step, be compared to determine the lowest tender, and the lowest evaluated tender in each group shall be further compared with each other. If, as a result of this comparison, a tender from Group A is the lowest, it shall be selected for the award. If a tender from Group B is the lowest, an amount equal to the percentage indicated in Item 3.1 of the respective tender price, including unconditional discounts and excluding provisional sums and the cost of day works, if any, shall be added to the evaluated price offered in each tender from Group B. All tenders shall then be compared using new prices with added prices to Group B and the lowest evaluated tender from Group A. If the tender from Group A is still the lowest tender, it shall be selected for award. If not, the lowest evaluated tender from Group B based on the first evaluation price shall be selected.

4 Post qualification and Contract award (ITT 39), more specifically,

- a) In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.
- b) In case the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.
 - i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow of Kenya Shillings

- ii) Minimum average annual construction turnover of Kenya Shillings _____ *[insert amount]*, equivalent calculated as total certified payments received for contracts in progress and/ or completed within the last _____ *[insert of year]* years.
- iii) At least _____ *(insert number)* of contract(s) of a similar nature executed within Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value Kenya shillings _____ equivalent.
- iv) Contractor's Representative and Key Personnel, which are specified as _____

- v) Contractors' key equipment listed on the table "Contractor's Equipment" below and more specifically listed as *[specify requirements for each lot as applicable]* _____

iv) Other conditions depending on their seriousness.

a) History of non-performing contracts:

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last _____ *(specify years)*. The required information shall be furnished in the appropriate form.

b) Pending Litigation

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (i) above if all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form.

c) Litigation History

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last _____ *(specify years)*. All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or on going under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

5 QUALIFICATIONFORM

Item No.	Qualification Subject	Qualification Requirement to be met	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
1	2.1.1 Nationality	Nationality in accordance with ITT 4.5.	Form ELI –2.1.1 and 2.1.2, with attachments	
2	Tax Obligations for Kenyan Tenderers	Has produced a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14.	Form of Tender	
3	2.1.2 Conflict of Interest	No- conflicts of interests as described in ITT 4.3.	Form of Tender	
4	2.1.3 Country Ineligibility	Not having been declared ineligible by the PPRA as described in ITT 4.6.	Form of Tender	
5	2.1.4 State owned Entity of the Procuring Entity country	Compliance with conditions of ITT 4.7	Form ELI –2.1.1 and 2.1.2, with attachments	
6	2.1.5 United Nations resolution or Kenya law	Not having been excluded as a result of prohibition in Kenya laws or official regulations against commercial relations with the Tenderer's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITT 4.8	Form of Tender	
7	History of non-performing contracts	Non-performance of a contract ¹ did not occur as a result of Tenderer's default since 1 st January <i>[insert year]</i> .	Form CON - 2	
8	Suspension	Not under suspension based on execution of a Tender Securing Declaration or Tender Securing Declaration pursuant to ITT 4.8 and ITT 20.10	Form of Tender	
9	Pending Litigation	Tenderer's financial position and prospective long-term profitability still sound according to criteria established in 2.3.1 below and assuming that all pending litigation will be resolved against the Tenderer.	Form CON – 2	
10	2.3.1 Historical Financial Performance	Submission of audited balance sheets or if not required by the law of the Tenderer's country, other financial statements acceptable to the Procuring Entity, for the last ____ [] years to demonstrate the current soundness of the Tenderers financial position and its prospective long-term profitability.	Form FIN – 2.3.1 with attachments	
11	2.3.2 Average Annual Turnover	Minimum average annual turnover of _____Kenya Shillings equivalent, calculated as total certified payments received for contracts in progress or completed, within the last () years	Form FIN –2.3.2	

12	2.3.3 Financial Resources	The Tenderer must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet the following cash-flow requirement: Minimum of Kenya Shillings equivalent.	Form FIN –2.3.3	
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¹ Nonperformance, as decided by the Procuring Entity, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where Procuring Entity decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the applicant have been exhausted.

<i>Item No.</i>	<i>Qualification Subject</i>	<i>Qualification Requirement to be met</i> 55	<i>Document To be Completed by Tenderer</i>	<i>For Procuring Entity's Use (Qualification met or Not Met)</i>
13	2.4.1 General Experience	Experience under Information System contracts in the role of prime supplier, management contractor, JV member, or subcontractor for at least the last__ [] years prior to the applications submission deadline.	Form EXP-2.4.1	
	2.4.2 Specific Experience	Participation as a prime supplier, management contractor, JV ² member, sub- contractor, in at least __(__) contracts within the last ____() years, each with a value of at least _____(), that have been successfully and substantially completed and that are similar to the proposed Information System. <i>[Specify minimum key requirements in terms of physical size, complexity, methods, technology and/or other characteristics from those described in Section VII, Procuring Entity's Requirements]</i>	Form EXP 2.4.2	

² For contracts under which the Tenderer participated as a joint venture member or sub-contractor, only the Tenderer's share, by value, and role and responsibilities shall be considered to meet this requirement.

Personnel

The Tenderer must demonstrate that it will have the personnel for the key positions that meet the following requirements:

No.	Position	Information System <i>[Specify specific experience requirement for the key positions]</i>	Experience
1			
2			
3			
...			

The Tenderer shall provide details of the proposed personnel and their experience records in the relevant Forms included in Section IV, Tendering Forms.

11. Subcontractors/vendors/manufacturers

Subcontractors/vendors/manufacturers for the following major items of supply or services must meet the following minimum criteria, herein listed for that item:

Item No.	Description of Item	Minimum Criteria to be met
1		
2		
3		
...		

Failure to comply with this requirement will result in rejection of the subcontractor/vendor.

In the case of a Tenderer who offers to supply and install major items of supply under the contract that the Tenderer did not manufacture or otherwise produce, the Tenderer shall provide the manufacturer's authorization, using the form provided in Section IV, showing that the Tenderer has been duly authorized by the manufacturer or producer of the related sub system or component to supply and install that item in Kenya. The Tenderer is responsible for ensuring that the manufacturer or producer complies with the requirements of ITT 4 and 5 and meets the minimum criteria listed above for that item.

QUALIFICATION FORMS

1. FOREIGN TENDERERS 40% RULE

Pursuant to ITT 4.11, a foreign tenderer must complete this form to demonstrate that the tender fulfils this condition.

ITEM	Description of Work Item	Describe location of Source	COST in K. shillings	Comments, if any
A	Local Labor			
1				
2				
3				
4				
5				
B	Sub contracts from Local sources			
1				
2				
3				
4				
5				
C	Local materials			
1				
2				
3				
4				
5				
D	Use of Local Plant and Equipment			
1				
2				
3				
4				
5				
E	Add any other items			
1				
2				
3				
4				
5				
6				
	TOTAL COST LOCAL CONTENT		xxxxxx	
	PERCENTAGE OF CONTRACT PRICE		xxxxxxx	

2 Form CON-1 Historical Contract Non-Performance and Pending Litigation.

In case a pre-qualification process was conducted this form should be used only if the information submitted at the time of pre-qualification requires updating

Tenderer's Legal Name: _____ Date: _____

JV member Legal Name: _____

ITT No.: _____

Age of _____ pages

Non-Performing Contracts in accordance with Section III, Evaluation and Qualification Criteria			
Contract non-performance did not occur during the stipulated period, in accordance with Sub- Factor 2.2.1 of Section III, Evaluation Criteria			
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
No pending litigation in accordance with Sub-Factor 2.2.3 of Section III, Evaluation Criteria			
Pending litigation in accordance with Sub-Factor 2.2.3 of Section III, Evaluation Criteria, as indicated below			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, US\$ equivalent)
_____	_____	Contract Identification: Name of Procuring Entity: Address of Procuring Entity: Matter in dispute:	_____
_____	_____	Contract Identification: Name of Procuring Entity: Address of Procuring Entity: Matter in dispute:	_____

3. Form EXP - 1 Experience – General Experience

Tenderer's Legal Name: _____ Date: _____

JV Member Legal Name: _____

ITT No.: _____ Page _____ of

_____ pages

Starting Month / Year	Ending Month / Year	Years*	Contract Identification	Role of Tenderer
_____	_____	_____	Contract name: Brief Description of the Information System performed by the Tenderer: Name of Procuring Entity: Address:	_____
_____	_____	_____	Contract name: Brief Description of the Information System performed by the Tenderer: Name of Procuring Entity: Address:	_____
_____	_____	_____	Contract name: Brief Description of the Information System performed by the Tenderer: Name of Procuring Entity: Address:	_____
_____	_____	_____	Contract name: Brief Description of the Information System performed by the Tenderer: Name of Procuring Entity: Address:	_____
_____	_____	_____	Contract name: Brief Description of the Information System performed by the Tenderer: Name of Procuring Entity: Address:	_____
_____	_____	_____	Contract name: Brief Description of the Information System performed by the Tenderer: Name of Procuring Entity: Address:	_____

*List calendar year for years with contracts with at least nine (9) months activity per year starting with the earliest year.

4. Form EXP – 2 Specific Experience

Tenderer's Legal Name: _____

Date: _____

JV Member Legal Name: _____

ITT No.: _____

Page _____ of _____ pages

Similar Contract Number: __ of __ required.	Information		
Contract Identification	_____		
Award date	_____		
Completion date	_____		
Role in Contract	<input type="checkbox"/> Prime Supplier	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontractor
Total contract amount			US \$ _____ —
If member in a JV or subcontractor, specify participation of total contract amount	_____ %	_____	US\$ _____
Procuring Entity's Name:	_____		
Address:	_____		
Telephone/fax number: E-mail:	_____		

5. Form EXP – 2 (cont.) Specific Experience (cont.)

Tenderer's Legal Name: _____

Page _____ of _____

pages JV Member Legal Name: _____

Similar Contract No. _____ [insert specific number] of [total number of contracts] _____ required	Information
Description of the similarity in accordance with Sub-Factor 2.4.2 of Section III:	
Amount	_____
Physical size	_____
Complexity	_____
Methods/Technology	_____

Key Activities	<hr/>
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8 Form CCC-1 Summary Sheet: Current Contract Commitments/ Work in Progress

Name of Tenderer or partner of a Joint Venture.

Tenderers and each partner to a Joint Venture tender should provide information on their current commitments on all contracts that have been awarded, or for which a Form of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued

Name of contract	Procuring Entity, contact address/tel./fax	Value of outstanding Information System (curre US\$ equivalent)	Estimated completio date	Average monthly invoicin over last six months (US\$/month)
1.				
2.				
3.				
4.				
5.				
etc.				

9 Form FIN – 1 Financial Situation

Historical Financial Performance

Tenderer's Legal Name: _____ Date: _____

JV Member Legal Name: _____ ITT No. _____

Page _____ of _____ pages

To be completed by the Tenderer and, if JV, by each member

Financial information in US\$ equivalent	Historic information for previous ____ () years (US\$ equivalent in 000s)						
	Year 1	Year 2	Year 3	Year ...	Year n	Avg.	Avg. Ratio
Information from Balance Sheet							
Total Assets (TA)							
Total Liabilities (TL)							
Net Worth (NW)							
Current Assets (CA)							
Current Liabilities (CL)							
Information from Income Statement							
Total Revenue (TR)							
Profits Before Taxes (PBT)							

Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:

- Must reflect the financial situation of the Tenderer or member to a JV, and not sister or parent companies.
- Historic financial statements must be audited by a certified accountant.
- Historic financial statements must be complete, including all notes to the financial statements.

- d) Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Form FIN –2 Average Annual Turnover

Tenderer's Legal Name: _____ Date: _____

JV Member Legal Name: _____

_____ ITT No.: _____ Page

_____ of _____ pages

Annual turnover data (applicable activities only)		
Year	Amount and Currency	US\$ equivalent
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
*Average Annual Turnover	_____	_____

*Average annual turnover calculated as total certified payments received for work in progress or completed, divided by the number of years specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.2.

10. Form F-3 Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total cash flow demands of the subject contract or contracts as indicated in Section III, Evaluation and Qualification Criteria.

Source of financing	Amount (US\$ equivalent)
1.	
2.	
3.	
4.	

11. Personnel Capabilities

i) Key Personnel

Name of Tenderer or partner of a Joint Venture

Tenderers should provide the names and details of the suitably qualified Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

1.	Title of position: ...	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
2.	Title of position: ...	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
3.	Title of position: ...	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
4.	Title of position:	
	Name of candidate	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
	Title of position:	

6...	Name of candidate	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>

Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
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ii) Candidate Summary

Position		Candidate <input type="checkbox"/> Prime <input type="checkbox"/> Alternate
Candidate information	Name of candidate	Date of birth
	Professional qualifications	
Present employment	Name of Employer	
	Address of Employer	
	Telephone	Contact (manager / personnel officer)
	Fax	Email
	Job title of candidate	Years with present Employer

Summarize professional experience over the last twenty years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company/Project/ Position/Relevant technical and management experience

iii) Technical Capabilities

Tenderer shall provide adequate information to demonstrate clearly that it has the technical capability to meet the requirements for the Information System. With this form, the Tenderer should summarize important certifications, proprietary methodologies, and/or specialized technologies that the Tenderer proposes to utilize in the execution of the Contract or Contracts.

(iv) Manufacturer's Authorization

Note: This authorization should be written on the Form head of the Manufacturer and be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.

Invitation for Tenders Title and No.: _____ *[Procuring Entity insert: ITT Title and Number]*

To: _____ *[Procuring Entity insert: Procuring Entity's Officer to receive the Manufacture's Authorization]*

WHEREAS *[insert: Name of Manufacturer]* who are official producers of _____ *[insert: items of supply by Manufacturer]* and having production facilities at *[insert: address of Manufacturer]* do hereby authorize _____ *[insert: name of Tenderer or Joint Venture]* located at _____ *[insert: address of Tenderer or Joint Venture]* (hereinafter, the "Tenderer") to submit a tender and subsequently negotiate and sign a Contract with you for resale of the following Products produced by us:

We hereby confirm that, in case the tendering results in a Contract between you and the Tenderer, the above-listed products will come with our full standard warranty.

Name *[insert: Name of Officer]* in the capacity of *[insert: Title of Officer]* Signed _____

Duly authorized to sign the authorization for and on behalf of:____[insert: ***Name of Manufacturer***]

Dated this_____ [insert: ***ordinal***] day of _____[insert: ***month***], [insert: ***year***]. [add Corporate Seal

(v) Subcontractor's Agreement

Note: This agreement should be written on the Form head of the Subcontractor and be signed by a person with the proper authority to sign documents that are binding on the Subcontractor.

Invitation for Tenders Title and No.: _____ [Procuring Entity insert: **ITT Title and Number**]

To: _____ [Procuring Entity insert: **Procuring Entity's Officer to receive the Subcontractor's Agreement**]

WHERE AS [insert: **Name of Subcontractor**], having head offices at _____ [insert: **address of Subcontractor**], have been informed by _____ [insert: **name of Tenderer or Joint Venture**] located at _____ [insert: **address of Tenderer or Joint Venture**] (here in after, the "Tenderer") that it will submit a tender in which _____ [insert: **Name of Subcontractor**] will provide _____ [insert: **items of supply or services provided by the Subcontractor**]. We hereby commit to provide the above-named items, in the instance that the Tenderer is awarded the Contract.

Name [insert: **Name of Officer**] in the capacity of _____ [insert: **Title of Officer**]

Signed _____ Duly authorized to sign the authorization for and on

behalf of: _____ [insert: **Name of Subcontractor**]

Dated this _____ [insert: **ordinal**] day of _____ [insert: **month**], _____ [insert: **year**].

[add Corporate Seal (where appropriate)]

vi) List of Proposed Subcontractors

Item	Proposed Subcontractor	Place of Registration & Qualifications

12 Intellectual Property Forms

Notes to Tenderers on working with the Intellectual Property

Forms

In accordance with ITT 11.1(j), Tenderers must submit, as part of their tenders, lists of all the Software included in the tender assigned to one of the following categories: (A) System, General-Purpose, or Application Software; or

(B) Standard or Custom Software. Tenderers must also submit a list of all Custom Materials. These categorizations are needed to support the Intellectual Property in the GCC and SCC.

i) **Software List**

	(select one per item)			(select one per item)	
Software Item	System Software	General-Purpose Software	Application Software	Standard Software	Custom Software

ii) **List of Custom Materials**

Custom Materials

13. Conformance of Information System Materials

I) Format of the Technical Tender

In accordance with ITT 16.2, the documentary evidence of conformity of the Information System to the tendering documents includes (but is not restricted to):

- a) The Tenderer's Preliminary Project Plan, including, but not restricted, to the topics specified in the TDS ITT 16.2. The Preliminary Project Plan should also state the Tenderer's assessment of the major responsibilities of the Procuring Entity and any other involved third parties in System supply and installation, as well as the Tenderer's proposed means for coordinating activities by each of the involved parties to avoid delays or interference.
- b) A written confirmation by the Tenderer that, if awarded the Contract, it shall accept responsibility for successful integration and interoperability of all the proposed Information Technologies included in the System, as further specified in the Technical Requirements.
- c) Item-by-Item Commentary on the Technical Requirements demonstrating the substantial

responsiveness of the overall design of the System and the individual Information Technologies, Goods, and Services offered to those Technical Requirements.

In demonstrating the responsiveness of its tender, the Tenderer must use the Technical Responsiveness Checklist (Format). Failure to do so increases significantly the risk that the Tenderer's Technical Tender will be declared technically non-responsive. Among other things, the checklist should contain explicit cross-references to the relevant pages in supporting materials included the Tenderer's Technical Tender.

Note: The Technical Requirements are voiced as requirements of the *Supplier* and/or the *System*. The Tenderer's response must provide clear evidence for the evaluation team to assess the credibility of the response. A response of “yes” or “will do” is unlikely to convey the credibility of the response. The Tenderer should indicate *that*—and to the greatest extent practical—*how* the Tenderer would comply with the requirements if awarded the contract. Whenever the technical requirements relate to feature(s) of existing products (e.g., hardware or software), the features should be described and the relevant product literature referenced. When the technical requirements relate to professional services (e.g., analysis, configuration, integration, training, etc.) some effort should be expended to describe how they would be rendered – not just a commitment to perform the [cut-and-paste] requirement. Whenever a technical requirement is for the Supplier to provide certifications (e.g., ISO9001), copies of these certifications must be included in the Technical Tender.

Note: The Manufacture's Authorizations (and any Subcontractor Agreements) are to be included in Attachment 2 (Tenderer Qualifications), in accordance with and ITT 15.

Note: As a matter of practice, the contract cannot be awarded to a Tenderer whose Technical Tender deviates (materially) from the Technical Requirements – *on any Technical Requirement*. Such deviations include omissions (e.g., non-responses) and responses that do not meet or exceed the requirement. Extreme care must be exercised in the preparation and presentation of the responses to all the Technical Requirements.

- d) Supporting materials to underpin the Item-by-item Commentary on the Technical Requirements (e.g., product literature, white-papers, narrative descriptions of technical approaches to be employed, etc.). In the interest of timely tender evaluation and contract award, Tenderers are encouraged not to overload the supporting materials with documents that do not directly address the Procuring Entity's requirements.
- e) Any separate and enforceable contract(s) for Recurrent Cost items which the TDSITT17.2 required Tenderers to tender.

Note: To facilitate tender evaluation and contract award, Tenderers encouraged to provide electronic copies of their Technical Tender—preferably in a format that the evaluation team can extract text from to facilitate the tender clarification process and to facilitate the preparation of the Tender Evaluation Report.

ii) Technical Responsiveness Checklist (Format)

Tech. Require. No. _	Technical Requirement: [insert: abbreviated description of Requirement]
Tenderer's technical reasons supporting compliance:	
Tenderer's cross references to supporting information in Technical Tender:	

FORM OF TENDER

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

INSTRUCTIONS TO TENDERERS

- i) *All italicized text is to help the Tenderer in preparing this form.*
- ii) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address. Tenderers are reminded that this is a mandatory requirement.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE TENDERER as listed under (s) below.*

Date of this Tender submission:.....[insert date (as day, month and year) of Tender submission]

Tender Name and Identification:.....[insert identification]

Alternative No.:.....[insert identification No if this is a Tender for an alternative]

To:..... [Insert complete name of Procuring Entity]

- a) **No reservations:** We have examined and have no reservations to the Tendering document, including Addenda issued in accordance with Instructions to tenderers (ITT 7);
- b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3;
- c) **Tender/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration. Or Proposal-Securing Declaration in Kenya in accordance with ITT 3.6;
- d) **Conformity:** We offer to supply in conformity with the Tendering document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: [insert a brief description of the Goods and Related Services];
- e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item (f) below is:

Option 1, in case of one lot: Total price is: [insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies]; OR

Option 2, in case of multiple lots: (a) Total price of each lot [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]; and (b) Total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];
- f) **Discounts:** The discounts offered and the methodology for their application are:
 - i) The discounts offered are: [Specify in detail each discount offered.]
 - ii) The exact method of calculations to determine the net price after application of discounts are shown below: [Specify in detail the method that shall be used to apply the discounts];
- g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 17.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 21.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- h) **Performance Security:** If our Tender is accepted, we commit to obtain a performance security in

accordance with the Tendering document;

- i) **One Tender per tenderer:** We are not submitting any other Tender(s) as an individual tenderer, and we are not participating in any other Tender(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITT 3.9, other than alternative Tenders submitted in accordance with ITT 12;
- j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Entity. Further, we are not ineligible under the Kenya laws or official regulations or pursuant to a decision of the United Nations Security Council;
- k) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state- owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITT 3.7];*
- l) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

- m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- n) **Procuring Entity Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and
- o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- p) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from _____ (specify website) during the procurement process and the execution of any resulting contract.
- q) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent tender Determination” attached below.
- r) **Beneficial Ownership Information:** We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.
- s) We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:
 - a) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest;

- b) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers;
- c) Self-Declaration of the Tenderer – to declare that we will, if awarded a contract, not engage in any form of fraud and corruption; and
- d) Declaration and Commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in “**Appendix 1- Fraud and Corruption**” attached to the Form of Tender.

Name of the tenderer: *[insert complete name of the tenderer]

Name of the person duly authorized to sign the Tender on behalf of the tenderer: **[insert complete name of person duly authorized to sign the Tender]

Title of the person signing the Tender: [insert complete title of the person signing the Tender] **Signature**

of the person named above: [insert signature of person whose name and capacity are shown above] **Date signed** [insert date of signing] **day of** [insert month], [insert year]

*: In the case of the Tender submitted by a Joint Venture specify the name of the Joint Venture as tenderer.

**: Person signing the Tender shall have the power of attorney given by the tenderer. The power of attorney shall be attached with the Tender Schedules.

TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

a) Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

A. Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Name of the Tenderer	
3	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
4	Reference Number of the Tender	
5	Date and Time of Tender Opening	
6	Current Trade License No and Expiring date	
7	Maximum value of business which the Tenderer handles.	

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full _____

Age _____ Nationality _____

Country of Origin _____ Citizenship _____

c) Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

(d) Registered Company, provide the following details.

i) Private or public Company _____

ii) State the nominal and issued capital of the Company-

Nominal Kenya Shillings (Equivalent)
Issued Kenya Shillings (Equivalent)

.....
.....

iii) Give details of Directors as follows.

No.	Names of Director	Nationality	Citizenship	% Share s owned
1				
2				
3				

(e) DISCLOSURE OF INTEREST- Interest of the Firm in the Procuring Entity.

- (i) Are there any person/persons in(*Name of Procuring Entity*) who has an interest or relationship in this firm?

Yes/No..... If yes, provide details as follows.

No.	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

(ii) Conflict of interest disclosure

No	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties that put it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		

7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the Contract.		

No	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract?		

(f) Certification

On behalf of the Tenderer, I certify that the information given above is

correct. Full Name_____

Title or Designation_____

(Signature) _____ (Date) _____

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to _____
[Name of Procuring Entity] for: _____ *[Name and number of tender]* in
 response to the request for tenders made by: _____ *[Name of Tenderer]* do hereby
 make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ *[Name of Tenderer]* that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) has been requested to submit a Tender in response to this request for tenders;
 - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a tender; or
 - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5)(b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. the terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name _____

Title

Date

[Name, title and signature of authorized agent of Tenderer and Date]

SELF-DECLARATION FORMS

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I of Post Office Box.....being
a resident of in the Republic of.....do hereby
make a statement as follows:-

1. THAT I am the Company Secretary/Chief Executive/Managing Director/Principal
Officer/Director of(*insert name of the Company*) who is a
Bidder in respect of **Tender No.....** for
..... (*insert
tender title/description*) for.....(*insert name of the Procuring entity*)
and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred
from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder Official Stamp.....

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I, of P.O. Box.....being a
resident of..... in the Republic ofdo
hereby
make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of..... *(insert name of the Company)* who is a Bidder in respect of **Tender No.** for *(Insert tender title/description)* for..... *(insert name of the Procuring entity)* and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of*(insert name of the Procuring entity)* which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of*(name of the procuring entity)*.
4. THAT the aforesaid Bidder will not engage/has not engaged in any corrosive practice with other bidders participating in the subject tender.
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder's Official Stamp.....

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I.....(Person on behalf of (*Name of the Business/Company/Firm*).....declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....

Office address.....

Telephone..... E-

mail.....

...

Name of the Firm/Company

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name

Sign.....

Date.....

APPENDIX 1- FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

- 1.1 The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (*no. 33 of 2015*) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

2. Requirements

- 21 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

- 22 Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:
 - 1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
 - 2) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
 - 3) Without limiting the generality of the subsection (1) and (2), the person shall be—
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable;
 - 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
 - 5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement:-
 - a) shall not take part in the procurement proceedings;
 - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
 - c) shall not be a subcontractor for the bidder to whom was awarded contract, or a member of the group of bidders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
 - 6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
 - 7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

- 23 In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
- i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v) “obstructive practice” is:
 - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- “fraudulent practice” includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
 - e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
 - f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

TENDERER INFORMATION FORM

[The tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date *[Insert date (as day, month and year) of Tender submission]*

Tender Name and Identification *[Insert identification]*

Alternative No.: *[Insert identification No if this is a Tender for an alternative]* Page

_____ of _____ pages

1. Tenderer's Name <i>[insert Tenderer's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Tenderer's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Tenderer's year of registration: <i>[insert Tenderer's year of registration]</i>
5. Tenderer's Address in country of registration: <i>[insert Tenderer's legal address in country of registration]</i>
6. Tenderer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> For Kenyan Tenderers a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14. <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: (i) Legal and financial autonomy (ii) Operation under commercial law (iii) Establishing that the tenderer is not under the supervision of the Procuring Entity
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

TENDERER'S JV MEMBERS INFORMATION FORM

[The tenderer shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the tenderer and for each member of a Joint Venture].

Date:.....*[insert date (as day, month and year) of Tender submission].*

Tender Name and Identification *[insert identification]*

Alternative No.:..... *[insert identification No if this is a Tender for an alternative].*

Page _____ of _____ pages

1.Tenderer's Name: <i>[insert Tenderer's legal name]</i>
2. Tenderer's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Tenderer's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Tenderer's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Tenderer's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Tenderer's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Price Schedule Forms

Notes to Tenderers on working with the Price Schedules

1.1 General

The Price Schedules are divided into separate Schedules as follows:

- a Grand Summary Cost Table
- b Supply and Installation Cost Summary Table
- c Recurrent Cost Summary Table
- d Supply and Installation Cost Sub-Table (s)
- e Recurrent Cost Sub-Tables (s)
- f Country of Origin Code Table

[insert:]

- 1.1 The Schedules do not generally give a full description of the information technologies to be supplied, installed, and operationally accepted, or the Services to be performed under each item. However, it is assumed that Tenderers shall have read the Technical Requirements and other sections of these tendering documents to ascertain the full scope of the requirements associated with each item prior to filling in the rates and prices. The quoted rates and prices shall be deemed to cover the full scope of these Technical Requirements, as well as overhead and profit.
- 1.2 If Tenderers are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with the Instructions to Tenderers in the tendering documents prior to submitting their tender.

2. Pricing

- 2.1 Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Tenderer. As specified in the Tender Data Sheet, prices shall be fixed and firm for the duration of the Contract.
- 2.2 Tender prices shall be quoted in the manner indicated and, in the currencies, specified in ITT 18.1 and ITT 18.2. Prices must correspond to items of the scope and quality defined in the Technical Requirements or elsewhere in these tendering documents.
- 2.3 The Tenderer must exercise great care in preparing its calculations, since there is no opportunity to correct errors once the deadline for submission of tenders has passed. A single error in specifying a unit price can therefore change a Tenderer's overall total tender price substantially, make the tender noncompetitive, or subject the Tenderer to possible loss. The Procuring Entity will correct any arithmetic error in accordance with the provisions of ITT 32.
- 2.4 Payments will be made to the Supplier in the currency or currencies indicated under each respective item. As specified in ITT18.2, no more than two foreign currencies may be used.

1. Grand Summary Cost Table

		<i>[insert: Kenya shillings/ Price</i>	<i>[insert: Foreign Currency A/ Price</i>	<i>[insert: Foreign Currency B/ Price</i>
1.	Supply and Installation Costs (from Supply and Installation Cost Summary Table)			
2.	Recurrent Costs (from Recurrent Cost Summary Table)			
3.	Grand Totals (to Tender Submission Form)			

Name of Tenderer: _____

_____ Date _____

Authorized Signature of Tenderer:

2. Supply and Installation Cost SummaryTable

Costs MUST reflect prices and rates quoted in accordance with ITT17 and

Line Item No.	Subsystem / Item	Supply and Installation Cost Sub-Table No.	<i>[insert: Kenya shillings/ Price</i>	<i>[insert: Local Currency] Price</i>	<i>[insert: Foreign Currency A/ Price</i>
1	Project Plan	- -			
2	Subsystem 1				
SUBTOTALS					
TOTAL (To Grand Summary Table)					

Note: - indicates not applicable. “Indicates repetition of table entry above. Refer to the relevant Supply and Installation Cost Sub-Table for the specific components that constitute each Subsystem or line item in this summary table

Name of Tenderer: _____

_____ Date _____

Authorized Signature of Tenderer:

3. Recurrent Cost Summary Table

Costs MUST reflect prices and rates quoted in accordance with ITT 17 and ITT18.

Line Item No.	Subsystem / Item	Recurrent Cost Sub-Table No.	<i>[insert: Kenya shilling] Price</i>	<i>[insert: Foreign Currency A] Price</i>	<i>[insert: Foreign Currency B] Price</i>
	Subtotals (to Grand Summary Table)				

Note: Refer to the relevant Recurrent Cost Sub-Tables for the specific components that constitute the Sub system or line item in this summary table.

Name of Tenderer: _____

Date _____

Authorized Signature of Tenderer: _____

				Unit Prices / Rates95				Total Prices			
				Supplied Locally	Supplied from outside Kenya			Supplied Locally	Supplied from outside Kenya		
Component No.	Component Description	Country of Origin Code	Qty	[insert: local currency]	[insert: local currency]	[insert: foreign currency A]	[insert foreign currency B]	[insert: local currency]	[insert: local currency]	[insert: foreign currency A]	[insert: foreign currency B]
Subtotals of Supply and Installation Cost Summary Table)											

Note: - - indicates not applicable

Name of Tenderer: _____

_____ Date _____

Authorized Signature of Tenderer:

BILL OF MATERIALS

1. DECOMMISSIONING OF CURRENT DIGITAL CONGRESS MULTI-MEDIA SYSTEM

	<u>BILLS OF QUANTITIES</u>	Unit of measure	Qty	Unit Cost	Total
A	Carefully uninstall and remove the existing integrated multi-media digital congress system (Delegate units, iPads, Cabling and other accessories) and cart away from site as directed including making good disturbed surfaces.	Item	1		
B	Allow a provisional sum for associated builder's works and any other unforeseen works.	Item	1		
	TOTAL				

2. CONFERENCING /DISCUSSION CAPABILITY

Description		Quantity	Unit Cost	Total Cost
1	Main Unit	2		
2.	Extension Main Unit	1		
3.	Chairperson's Unit	1		
4.	Delegate Unit	99		
5.	Loop Switcher	1		
6.	Stem Microphone	10		
7.	Headphone	100		
8.	Sponge Ear Pads	200		
9.	Service Request Control Unit	1		
10.	Electronic Nameplate	100		
11.	TOTAL			

3. SOFTWARE LICENSING

Description	Quantity	Unit Cost	Total Cost
-------------	----------	-----------	------------

12.	System Setup Management Software	1		
13.	Professional Venue Design Software	1		
14.	Microphone Management Software	1		
15.	Document Management Software	1		
16.	Voting Management Software	1		
17.	Video Control Software	1		
18.	Simultaneous Interpretation Software	1		
19.	Synchronous Audio Recording Management Software	1		
20.	Touched/Contactless IC-Card Sign-in Management Software	1		
21.	Fingerprint Identification Management Software	1		
22.	Congress Matrix Software	1		
23.	Congress Service Management Software	1		
24.	Electronic Nameplate Management Software	1		
25.	Video Service Software	1		
26.	Dual PC Server Hot Spare Software	1		
27.	Dual System Main Unit Hot Spare Software	1		
28.	TOTAL			

4. IDENTIFICATION & REGISTRATION

Description		Quantity	Unit Cost	Total Cost
29.	Fingerprint Scanner	1		
30.	Contactless IC Card Encoder	1		
31.	Contactless IC Card	100		
32.	TOTAL			

5. INTERPRETATION

Description	Quantity	Unit Cost	Total Cost
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33.	Interpreter Unit	10		
34.	Interpreter Headset	10		
35.	Stem Microphone	10		
36.	Sponge Ear Pads	20		
37.	TOTAL			

6. AUTO-TRACKING CAMERAS & BROADCAST

Description		Quantity	Unit Cost	Total Cost
38.	Video Tracking Camera	6		
39.	Video Tracking Matrix	1		
40.	4K HDMI Input Card	4		
41.	4K HDMI Output Card	4		
42.	Video Encoder	2		
43.	Video Decoder	1		
44.	Adapter	1		
45.	Camera Control Keypad	1		
46.	TOTAL			

7. MICROPHONE CONTROL

Description		Quantity	Unit Cost	Total Cost
47.	Audio Input and Output Device	1		
48.	TOTAL			

8. NETWORK CONNECTIVITY

Description		Quantity	Unit Cost	Total Cost
49.	PoE Distributor	20		
50.	Power Adapter	20		
51.	Congress PoE Network Switcher	4		
52.	TOTAL			

9. DISPLAY SCREENS

Description		Quantity	Unit Cost	Total Cost
53.	Television Screens	6		
54.	TOTAL			

10. SOUND ENFORCEMENT

Description		Quantity	Unit Cost	Total Cost
55.	Audio Amplifier	1		
56.	Public Address Mixer	1		
57.	Vertical Column Speakers	6		
58.	TOTAL			

11. ACCESSORIES

Description		Quantity	Unit Cost	Total Cost
59.	1m 8-pin to RJ45 converter cable (with 8-pin male plug and a RJ45 plug, cat.5 Extension Cable with drain wire)	2		
60.	10m 8-pin to RJ45 converter cable (with a male and a female plug)	1		
61.	1m 8-pin to RJ45 converter cable (with 8-pin male plug and a RJ45 socket, cat.5 Extension Cable with drain wire)	1		
62.	1m 8-pin to RJ45 converter cable (with 8-pin female plug and a RJ45 socket, cat.5 Extension Cable with drain wire)	1		
63.	50m Ethernet extension Cable (with drain wire and shielded RJ45 plugs)	1		
64.	Speaker cable (for Column Loudspeaker, 305 m per roll, white)	2		
65.	Swivel (pan)/Tilt Wall Bracket (for Column Loudspeaker)	6		
66.	Desktop PC	2		
67.	Laptop Computer	3		
68.	Colour Printer	1		
69.	Uninterrupted Power Supply	1		
70.	42U cabinet: Universal 19" design to support all Rackmount active and passive products	1		
71.	TOTAL			

12. INSTALLATION, INTEGRATION AND INTEROPERABILITY

Description		Quantity	Unit Cost	Total Cost
72.	System installation and configuration	1		
73.	TOTAL			

13. KNOWLEDGE TRANSFER AND DOCUMENTATION

Description		Quantity	Unit Cost	Total Cost
74.	Knowledge transfer and documentation	1		
75.	TOTAL			

14. WARRANTY AND TECHNICAL SUPPORT

Description		Quantity	Unit Cost	Total Cost
76.	Warranty and technical support	1		
77.	TOTAL			

SUMMARY BILL OF QUANTITIES

ITEM	DESCRIPTION	SUB-TOTAL
1	DECOMMISSIONING CURRENT DIGITAL CONGRESS MULTI-MEDIA SYSTEM	
2	CONFERENCING /DISCUSSION CAPABILITY	
3	SOFTWARE LICENSING	
4	IDENTIFICATION & REGISTRATION	
5	INTERPRETATION	
6	AUTO-TRACKING CAMERAS & BROADCAST	
7	MICROPHONE CONTROL	
8	NETWORK CONNECTIVITY	
9	DISPLAY SCREENS	
10	SOUND ENFORCEMENT	
11	ACCESSORIES	
12	INSTALLATION, INTEGRATION & INTEROPERABILITY	
13	KNOWLEDGE TRANSFER & DOCUMENTATION	

14	WARRANTY AND TECHNICAL SUPPORT	
15	ADDITIONAL REQUIREMENTS	
16	SUB - TOTAL	
17	VALUE ADDED TAX	
18	PPRA CAPACITY BUILDING LEVY - 0.0 3%	
19	GRAND TOTAL (TO FORM OF TENDER)	

5. Recurrent Cost Sub-Table [*insert: identifying number*] –*Warranty Period*

Lot number: [*if a multi-lot procurement, insert: lot number, otherwise state “single lot procurement”*] Line item

number: [*specify: relevant line item number from the Recurrent Cost Summary Table– (e.g., y.1)*] Currency:

[*specify: the currency of the Recurrent Costs in which the costs expressed in this Sub-Table are expressed*]

[*As necessary for operation of the System, specify: the detailed components and quantities in the Sub-Table below for the line item specified above, modifying the sample components and sample table entries as needed. Repeat the Sub-Table as needed to cover each and every line item in the Recurrent Cost Summary Table that requires elaboration.*]

Costs MUST reflect prices and rates quoted in accordance with ITT 17 and ITT18.

Component No.	Component	Maximum all-inclusive costs (for costs in [<i>insert: currency</i>])						Sub-total for [<i>insert: currency</i>]
		Y1	Y2	Y3	Y4	...	Yn	
1.	Hardware Maintenance	Incl. in Warranty	Incl. in Warranty	Incl. in Warranty				
2.	Software Licenses & Updates	Incl. in Warranty						
2.1	System and General-Purpose Software	Incl. in Warranty						
2.2	Application, Standard and Custom Software	Incl. in Warranty						
3.	Technical Services							
3.1	Sr. Systems Analyst							
3.2	Sr. Programmer							
3.3	Sr. Network Specialist, etc.							
4.	Telecommunications costs [to be detailed]							
5.	[Identify other recurrent costs as may apply]							
	Annual Subtotals:							--
Cumulative Subtotal (to [<i>insert: currency</i>] entry for [<i>insert: line item</i>] in the Recurrent Cost Summary Table)								

Name of Tenderer: _____ Date _____

Authorized Signature of Tenderer: _____

Price Schedule: Goods Manufactured outside Kenya, to be imported

(Group C Tenders, goods to be imported) Currencies in accordance with ITT 15						Date: _____ ITT No: _____ Alternative No: _____ Page N° _____ of _____		
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP <i>[insert place of destination]</i> in accordance with ITT 14.8(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in Kenya to convey the Goods to their final destination specified in TDS	Total Price per Line item (Col. 7+8)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
1.	Supply, Delivery, Installation, Configuration, Commissioning and Maintenance of an Integrated Multi-Media Digital Congress System for the Senate of Kenya							
							Total Price	

Name of tenderer *[insert complete name of tenderer]* Signature of tenderer *[signature of person signing the Tender]* Date *[Insert Date]*

Price Schedule: Goods Manufactured Outside Kenya, already imported*

(Group C Tenders, Goods already imported) Currencies in accordance with ITT 15										Date: _____ ITT No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterm s	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITT 14.8(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITT 14.8(c)(ii), [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITT 14.8 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITT 14.8(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in Kenya to convey the goods to their final destination, as specified in TDS in accordance with ITT 14.8 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITT 14.8(c)(iv)	Total Price per line item (Col. 9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in Kenya]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
1.	Supply, Delivery, Installation, Configuration, Commissioning and Maintenance of an Integrated Multi-Media Digital Congress System for the Senate of Kenya										
										Total Tender Price	

Name of tenderer *[insert complete name of tenderer]* Signature of tenderer *[signature of person signing the Tender]* Date *[insert date]*

Price Schedule: Goods Manufactured in Kenya

Kenya _____		(Group A and B Tenders) Currencies in accordance with ITT 15						Date: _____ ITT No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	Price per line item for inland transportation and other services required in Kenya to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in Kenya % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITT 14.8(a)(ii))	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
1.	Supply, Delivery, Installation, Configuration, Commissioning and Maintenance of an Integrated Multi- Media Digital Congress System for the Senate of Kenya								
								Total Price	

Name of tenderer *[insert complete name of tenderer]* Signature of tenderer *[signature of person signing the Tender]* Date *[insert date]*

Price and Completion Schedule - Related Services {NOT APPLICABLE}

Currencies in accordance with ITT 15					Date: _____	
					ITT _____ No: _____	
					Alternative _____ No: _____	
					Page N° _____ of _____	
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in Kenya to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
1.	Supply, Delivery, Installation, Configuration, Commissioning and Maintenance of an Integrated Multi-Media Digital Congress System for the Senate of Kenya					
Total Tender Price						

Name of tenderer *[insert complete name of tenderer]* Signature of tenderer *[signature of person signing the Tender]* Date *[insert date]*

FORM OF TENDER SECURITY-[Demand Bank Guarantee]**Beneficiary:** _____**Request for Tenders No:** _____**Date:** _____**TENDER GUARANTEE No.:** _____**Guarantor:** _____

1. We have been informed that _____ (herein after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (herein after called "the Tender") for the execution of under Request for Tenders No. _____ ("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
 - (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
 - b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provide by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Signature (s)]

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]**TENDER GUARANTEE No.:** _____

1. Whereas [*Name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated [*Date of submission of tender*] for the.....[*Name and/or description of the tender*] (hereinafter called “the Tender”) for the execution of__under Request for Tenders No._____(“the ITT”).
2. KNOW ALL PEOPLE by these presents that WE of..... [**Name of Insurance Company**] having our registered office at (hereinafter called “the Guarantor”), are bound unto [*Name of Procuring Entity*] (hereinafter called “the Procuring Entity”) in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this ___day of _20__.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
 - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
 - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.

then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Date]

[Signature of the Guarantor]

[Witness]

[Seal]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

FORMAT OF TENDER SECURITY [Bid Bond]

TENDER GUARANTEE No.: _____

6. Whereas [*Name of the tenderer*] (herein after called “the tenderer”) has submitted its tender dated [*Date of submission of tender*] for the..... [*Name and/or description of the tender*] (herein after called “the Tender”) for the execution of _under Request for Tenders No. _____ (“the ITT”).

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

Sealed with the Common Seal of the said Guarantor this _____ day of _____ 20 ____.

8. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:

- a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
- b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.

then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

9. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or
- (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
10. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Date]

[Signature of the Guarantor]

[Witness]

[Seal]

FORM OF TENDER-SECURING DECLARATION

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

Date:..... *[insert date (as day, month and year) of Tender*

Submission/ Tender No[Insert number of tendering process]

To:.....*[insert complete name of Purchaser]* I/We, the undersigned, declare that:

1. I/We understand that that, according to your conditions, bids must be supported by a Tender- Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering 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 tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
 - a) our receipt of a copy of your notification of the name of the successful Tenderer; or
 - b) thirty days after the expiration of our Tender.
4. I/We understand that if I am/we are/in a Joint Venture, the Tender 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 Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....

..... Capacity/title (director or partner or sole proprietor, etc.)

..... Name:

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

Tenderer]. Dated on day of..... *[Insert date of signing]*.

Seal or stamp.

MANUFACTURER'S AUTHORIZATION FORM

*[The tenderer shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The tenderer shall include it in its Tender, if so indicated in the **TDS.**]*

Date:.....*[insert date (as day, month and year) of Tender submission]*

ITT No: *[insert number of ITT process]*

Alternative No.:.....*[insert identification No if this is a Tender for an alternative]*

To.....*[Insert complete name of Procuring Entity]*

WHEREAS

We..... *[insert complete name of Manufacturer]*, who are official manufacturers of.....*[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of tenderer]* to submit a Tender the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed *[Insert signature(s) of authorized representative(s) of the Manufacturer]*

Name:.....*[Insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title.....*[Insert title]*

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

PART 2: PROCURING ENTITY'S REQUIREMENTS

SECTION V - REQUIREMENTS OF THE INFORMATION SYSTEM

(INCLUDING TECHNICAL REQUIREMENTS, IMPLEMENTATION SCHEDULE, SYSTEM INVENTORY TABLES, BACKGROUND AND INFORMATIONAL MATERIALS)

1. Technical Requirements

Notes on preparing the Technical Requirements

The Technical Requirements—in combination with the Implementation Schedule and the supporting System Inventory Tables – state the Supplier's obligations to design, supply and install the Information System and, as such, should be “voiced” to the Supplier (i.e., “The System MUST...” “The Supplier MUST...”). They form the contractual basis for the Procuring Entity-Supplier interactions on technical matters (in combination with refinements introduced through the Supplier's tender, the Project Plan, and any Change Orders).

The Technical Requirements also must include all the technical details that Tenderers will need to prepare realistic, responsive, and competitive tenders (i.e., covering all their obligations under the Contract if so awarded). However, matters addressed to the Tenderer's (i.e., before contract award) generally belong in the Format of the Technical Tender Section 8 of Part 1.

Often Technical Requirements are based on either consultant's project proposals (voiced to the Procuring Entity's management) or tenders from previous procurements (voiced to the Procuring Entity). In both instances, care needs to be taken in converting these materials into Technical Requirements (voiced to the Supplier). Otherwise, substantial ambiguity will be introduced in to the Technical Requirements from, among other things, “aspirational” text suggesting the benefits (to the Procuring Entity) which are often not obligations that the Supplier can deliver on or be held to deliver upon. Tender based language will often include “sales pitches”, such as “expandability up to sixteen processors”, whereas the Technical Requirements need to be stated as threshold values to be cleared by the Supplier (e.g., “expandability to at least sixteen processors”).

Any sustainable procurement technical requirements shall be clearly specified. The sustainable procurement requirements may be specified to enable evaluation of such a requirement on a pass/ fail basis and/or rated criterion (point system), as appropriate.

To the greatest extent possible, the Technical Requirements should be expressed in terms of the Procuring Entity's business activities, rather than a technological design. This leaves it up to the market to determine what specific Information Technologies can best satisfy these business needs. This is particularly relevant where the Information System will embody complex business logic in the form of application software.

Even in the case of a relatively straight-forward Information System, where the business need can be clearly linked to technological and methodological requirements known in advance of any tendering, the requirements must still be vendor-neutral and admit the widest possible range of technical responses.

Accordingly, references to brand names, catalog numbers, or other details that limit the source of any item or component to a specific manufacturer should be avoided. Where such references are unavoidable, the words “or substantially equivalent” should be added to permit Tenderers to tender equivalent or superior technologies. (The Procuring Entity will need to be ready to indicate how this equivalence will be assessed.) Only in the most exceptional circumstances may Tenderers be required to offer brand-name items and the equivalency clause be omitted. Such brand-name components are the absolute fewest possible and each component has been explicitly identified in the Tender Data Sheet for ITT 16.3.

Similarly, where national standards or codes of practice are specified, the Procuring Entity should include a statement that other national or international standards “that are substantially equivalent” will also be acceptable.

To help ensure comparable tenders and ease Contract execution, the Procuring Entity's requirements must

be stated as clearly as possible, with minimum room for differing interpretations. Thus, wherever possible, technical requirements should include definitive characteristics and quantifiable measures. If technical characteristics in a specific range, or above or below specific thresholds, are required, then these should be clearly specified. For example, the expandability of a server should be stated as “no less than four processors.” Technical specifications that state only “four processors” create an unnecessary uncertainty for Tenderers regarding whether or not, for example, a server that could be expanded up to six process or boards would be technically responsive.

Quantitative technical specifications must, however, be employed with care. They can dictate technical architectures and, thus, be unnecessarily restrictive. For example, a quantitative requirement for the minimum width of the data path in a processor may be unnecessarily restrictive. Instead, a specification of a required level

of standard performance benchmark test is more appropriate, allowing different technical approaches to achieving the Procuring Entity's functional and performance objectives. In general, the Procuring Entity should try to use widely accepted direct measures of performance and functionality whenever possible and carefully review specifications for those that might dictate technical architectures.

It is important that the Technical Requirements clearly identify which are mandatory features (for which a tender's nonconformance might require rejection for non-responsiveness) and which are preferable features that can be included or excluded from a tender at the Tenderer's option. To enhance the clarity of the specifications, Procuring Entities are advised to use the word “MUST” (in bold capitals) in sentences describing mandatory requirements. A clear requirement numbering scheme is also essential.

The following presents a sample outline format for the Technical Requirements Section. This can and should be adapted to meet the Procuring Entity's needs for the specific Information System to be procured.

A. Acronyms Used in the Technical Requirements

i) Acronym Table

Note: Compile a table of organizational and technical acronyms used in the Requirements. This can be done, for example, by extending the following table.

	Term	Explanation
	Bps	bits per second
	Cps	characters per second
	DBMS	Database Management System
	DOS	Disk Operating System
	Dpi	dots per inch
	Ethernet	IEEE 802.3 Standard LAN protocol
	GB	Gigabyte
	Hz	Hertz (cycles per second)
	IEEE	Institute of Electrical and Electronics Engineers
	ISO	International Standards Organization
	KB	Kilobyte
	kVA	Kilovolt ampere
	LAN	Local area network
	Lpi	lines per inch
	Lpm	lines per minute
	MB	Megabyte
	MTBF	Mean time between failures
	NIC	Network interface card
	NOS	Network operating system
	ODBC	Open Database Connectivity
	OLE	Object Linking and Embedding
	OS	Operating system
	PCL	Printer Command Language

	Ppm	pages per minute
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	Term	Explanation
	PS	PostScript -- Adobe page description language
	RAID	Redundant array of inexpensive disks
	RAM	Random access memory
	RISC	Reduced instruction-set computer
	SCSI	Small Computer System Interface
	SNMP	Simple Network Management Protocol
	SQL	Structured Query Language
	TCP/IP	Transmission Control Protocol / Internet Protocol
	V	Volt
	WLAN	Wireless LAN

B. Functional, Architectural and Performance Requirements

i) **Legal and Regulatory Requirements to be met by the Information System**

1.1 The Information System MUST comply with the following laws and regulations:

- 1) Data Protection Act, The Senate standing orders, [as appropriate, summarize: **each relevant legal code and regulations that govern the business processes and procedures that will be automated with the Information System;**]
- 2) **Note:** If appropriate, prepare a sub section with the relevant legal codes and regulations to be included in the Background and Informational Materials and reference these materials.

ii) Business Function Requirements to be met by the Information System

2.1 The Information System MUST support the following business functions

- 1) *Discussion module : Facilitates multi-channel audio routing, messaging, remote control, and directed sound among other features.*
- 2) *Voting module : Manages voting processes within the chamber efficiently*
- 3) *Digital signal Processors (DSP) software: configures digital signals to ensure optimal audio quality*
- 4) *Interpretation module : Provides real-time translation services*
- 5) *Multi-room configuration: Allows for sound configuration in auxilliary rooms such as the Speaker's lobby, Members Lounge, Diplomatic boxes, and the galleries.*
- 6) *Geo-Map, sitting configuration: Provides visual representation of the seating arrangement and seat numbers.*
- 7) *Audio Sound System : Ensures high-quality sound delivery throughout the chamber*
- 8) *Camera module : Enables recording of plenary Sessions for archival and review purposes*
- 9) *Multilingual module : Allows delegates to select their preferred language for proceedings,*
- 10) *Delegates name list: Maintain a comprehensive database of delegate names and assigns log-in details for members*
- 11) *Full remote control via IP networking : Enables centralized control and management of the entire configuration*
- 12) *In-built sound mixer software: Includes effect devices for sound equalization to achieve optimal balance and clarity. [describe, at the appropriate level of detail for the Information System being supplied and installed: **each specific business processes and procedures that will be automated by the Information System.**]*
- 13) **Note:** *These business process descriptions may be textual as well as presented in a formal system analysis formats (e.g., process model and data model, use-case model, entity-relation diagrams, swim-lane diagrams, etc.)*

As appropriate, prepare a subsection for the Background and Informational Materials with samples of existing standardized reports, data entry forms, data formats, data coding schemes, etc. which the Information System will need to implement; reference these materials.

iii) Architectural Requirements to be met by the Information System

(3.1) The Information System MUST be supplied and configured to implement the following architecture.

- 1) Software Architecture: Appropriate software to support the System's business functions are as listed below:-

*(a) Microphone Control software
Module, (b) Document management
module
(c) Voting Control software Module,
(d) Video Control Software Module,*

- (e) Simultaneous Interpretation Software,*
- (f) Synchronous Audio Recording Control Software Module*
- (g) Touched/Contactless IC-Card Sign-in Management Software Module*
- (h) Fingerprint Identification Management Software*
- (j) CongresMatrix Software Module*
- (j) Congress Service Management Software Module*
- (k) Electronic Nameplate Management Software*
- (l) Video Service Software Module*
- (n) Dual PC Server Hot Spare Software*
- (o) Dual System Main Unit Hot Spare Software*

1. CONFERENCING /DISCUSSION CAPABILITY

a) Main Unit (Qty 2)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	Control for at most 4096 Contribution units, with duplication and backup connection		
2	Compliant to ISO 22259		
3	Based on ingenious CongressMatrix™ technology, integrated (n+8)×26 audio matrix processor or its equivalent		
4	Integrated 8 channels group output function, easy to combine/split conference rooms		
5	Supports Dante, an uncompressed, multi-channel digital media networking technology, with near-zero latency and synchronization		
6	Excellent immunity to RF interferences from mobile phones and comparable devices		
7	USB interface (Type-C) support digital audio transmission, mainstream conference software is adaptive		
8	In the event of PC failure, this Digital Conference System Main Unit shall revert to its stand-alone operation mode, enabling the conference to proceed		
9	Speak mode should at least support: OPEN/OVERRIDE/VOICE/APPLY/PTT. “OPEN” mode, microphone On/Off button with request-to-speak registration (AUTO). “OVERRIDE” mode, microphone On/Off button control with override of the active microphones (FIFO). “VOICE” mode, acoustic active sensitivity and automatic switch-off time adjustable continuously, built-in “flash-on” technology, immediate microphone activation on speaking. “APPLY” mode, delegate applies to speak by pressing microphone On/Off button, delegate only speaks when operator or chairman approved his application. “PTT” mode, press microphone On/Off button to talk.		
10	Number of open microphones between 1 and 4(8), include VIP and chairman up to 8		
11	Delegates can register ‘Present’, ‘Yes’, ‘No’ and ‘Abstain’. The total results can be displayed on hall displays and on the LCD screens of the units		
12	With web page control function, main unit's parameters can be set through web browser		
13	Duplex SC single-mode optical fiber interface		
14	Automatic recovery facility, supporting “PnP” (plug and play)		
15	Hot spare dual server structure		
16	Multichannel audio outputs		

b) Extension Main Unit (Qty 1)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	Extension unit has two EXTENSION IN interfaces used to connect main unit or a preceding Congress Extension Main Unit, and an EXTENSION OUT interface for the next Congress Extension Main Unit		
2	Cooperates with Congress Main Unit for system capacity extension		
3	In cooperation with the Congress Main Unit and a central control system, central control of the whole system power can be realized		
4	Compliant to ISO 22259		
5	Power supply 100 V - 240 V AC, 50/60 Hz		
6	Power consumption 500 W		

c) Chairperson's Unit (Qty 1)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	The conference Chairperson unit shall include a microphone priority button . When pressed, the priority button shall cause all currently active delegate microphones to be switched off or mute, allowing the chairman to take control of the meeting		
2	Equipped with a 14" LCD touch panel (1920×1080), 16:9 display ratio for better document reading experience		
3	8 mega pixel camera with flashlight		
4	Should realize versatile functions, e.g. conference control & management (speech, vote, simultaneous interpretation), sign-in, Conference documents management, speech text guidance, conference documents reader and editor, desktop sharing, delegate information and conference agenda display, take photo, delegate photo for attendance check and record facility on important conferences, video conversation, video display, multiple channel VOD (up to 10 channels with 1920×1080 resolution) and broadcasting, short message, call service, etc.		
5	Supports up to 64 (1+63) CHs simultaneous interpretation		
6	Supporting "PnP" (plug and play)		
7	Excellent immunity to RF interferences from mobile phones		
8	Gain and EQ (5 band) of each microphone adjustable separately		
9	Loudspeaker with superior acoustics with minimal feedback for enhanced intelligibility		
10	Electronic document distribution for paperless meetings		
11	Internet access		
12	Bi-color LED indicator on the rear plate to display request to		

	Speak or speaking status		
13	Built-in contactless IC-Card slot		
14	Built-in fingerprint identification module		
15	DC or PoE power supply		
16	Braille indicators for visually impaired		
17	All audio and video signals are transmitted via a Cat.5e/Cat.6 network cable, paperless multimedia functions and basic capabilities of discussion and voting are parallel operations, fully guarantees the real-time performance and stability of the important data stream of the meeting		
18	Video source selection		
19	Interactive conference control and management function		

d) Delegate Unit (Qty 99)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	Stylish and ergonomically designed Paperless Multimedia Congress Terminals		
2	Should realize versatile functions, e.g. conference control & management (speech, vote, simultaneous interpretation), sign-in, conference documents management, speech text guidance, conference documents reader and editor, desktop sharing, delegate information and conference agenda display, take photo, delegate photo for attendance check and record facility on important conferences, video conversation, video display, multiple channel VOD (up to 10 channels with 1920×1080 resolution) and broadcasting, short message, call service, etc.		
3	Equipped with a 14" high-resolution (1920×1080) LCD touch panel and an integrated 8 mega pixel camera		
4	Supports up to 64 (1+63) CHs simultaneous interpretation		
5	Loudspeaker with superior acoustics with minimal feedback for enhanced intelligibility		
6	Electronic document distribution for paperless meetings		
7	All audio and video signals are transmitted via a Cat.5e/Cat.6 network cable, paperless multimedia functions and basic capabilities of discussion and voting are parallel operations, fully guarantees the real-time performance and stability of the important data stream of the meeting		
8	Bi-color LED indicator on the rear plate to display request to speak or speaking status		
9	Excellent immunity to RF interferences from mobile phones		
10	Built-in contactless IC-Card slot		
11	Built-in fingerprint identification module		
12	Braille indicators for visually impaired		
13	DC or PoE power supply		
14	Internet access		
15	Video source selection		
16	Supporting "PnP" (plug and play)		

17	Gain and EQ (5 band) of each microphone adjustable separately		
18	Interactive conference control and management function.		

e) Loop Switcher (Qty 1)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	2 RJ45 Sockets		
2	Connects the primary main unit and secondary main unit		
3	Two (2pcs) 1m 8-pin to RJ45 converter cable (with 8-pin male plug and a RJ45 plug, cat.5 Extension Cable with drain wire)		

f) Stem Microphone (Qty 100)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	Broadcast quality microphone		
2	33cm or longer		
3	Semi-rigid gooseneck arm, 5pin plug		
4	Bi-color illuminated ring (green/red)		
5	Built-in windshield		

g) Headphone (Qty 100)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	Headphones for paperless conference units		
2	Should be 3.5mm stereo plug (TRS)		
3	The Frequency response should be 20 Hz to 20 kHz		
4	Sensitivity should be more than 108 dBA/1 mW		
5	180° plug		
6	Sponge Ear Pads (100 pairs)		

h) Service Request Control Unit (Qty 1)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	Stylish and ergonomic design with an ultra-thin 6.5 mm screen		
2	Equipped with a 14" LCD touch panel (1920×1080)		
3	Receives and displays seat information, requested service, etc. of the conventioners, followed by a response		
4	Capacitive touch panel supporting multi-touch, improves operation experience		
5	Cooperates with the “call service” function of paperless multimedia congress terminals		
6	DC or PoE power supply		

i) **Electronic Nameplate (Qty 100)**

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	Elegant and ergonomic tabletop design with an ultra-thin 8 mm double screen		
2	Bi-color LED indicator on the top to display request to speak or speaking status		
3	1904 x 464 pixels display		
4	USB Type-C Connector to multimedia congress terminal		
5	Network port (RJ45), support PoE		
6	Button on the base for making a request to speak or for another user-defined functionality		
7	Extension port can connect to an external request-to-speak button, IC card reader or fingerprint identification module.		
8	Cooperates with Nameplate management software		
9	Contents may be permanently displayed after power down		

2. SOFTWARE LICENSING

a) **Related Software Modules (Qty 1 each)**

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	Perpetual/ one off license for all software modules		
2	System Setup Management Software		
3	Professional Venue Design Software		
4	Microphone Management Software		
5	Document Management Software		
6	Voting Management Software		
7	Video Control Software		
8	Simultaneous Interpretation Software		
9	Synchronous Audio Recording Management Software		
10	Touched/Contactless IC-Card Sign-in Management Software		
11	Fingerprint Identification Management Software		
12	Congress Matrix Software		
13	Congress Service Management Software		
14	Electronic Nameplate Management Software		
15	Video Service Software		
16	Dual PC Server Hot Spare Software		
17	Dual System Main Unit Hot Spare Software		

3. IDENTIFICATION AND REGISTRATION

a) Fingerprint Scanner (Qty 1)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	Fingerprint Scanner is required to work with PC to take the delegate's fingerprint to realize biometric authentication with high reliability		
2	Cooperates with Fingerprint Identification Management Software		

b) Contactless IC Card Encoder (Qty 1)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	Encoding unit to produce the contactless IC-Cards		

c) Contactless IC Card (Qty 100pcs)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	IC-Card shall be used to grant access to a sign-in system		
2	Dimension: 86x54mm		

4. INTERPRETATION

a) Interpreter Unit (Qty 10)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	Compliant to ISO 20109 and ISO 4043		
2	Adjustable Gain and EQ for the activated microphone		
3	Built-in 64 CHs channel selector and loudspeaker, pluggable stem microphone and headphone/microphone jacks.		
4	6.8" TFT LCD for high quality display		
5	LCD can display channel number, language name, input language, quality indication and short message		
6	"Closed Loop - Daisy Chain" connection topology		
7	Excellent immunity to RF interference from mobile phones		
8	7 pre-select buttons (1/2/3/4/5/6/7) for relay languages with activation indication on the LCD		
9	Supports 3.5 mm stereo headset with CTIA standard		
10	Braille is present for all physical buttons		
11	Mobile messaging integration: lead interpreter can send text messages from a mobile phone to all Interpreter Units via Bluetooth		
12	Three necessary modes between interpreter booths: Interlock, Override and BC-Override		

b) Interpreter Headset (Qty 10)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	Incorporated with interpreter unit for monitoring and speaking		
2	Greater headband adjustability, suitable for all the users		
3	Hi-Fi sound quality		
4	Interpreters can wear the headset according to their habits		
5	TRRS plug, stereo, with detachable Earshells		
6	Sponge Ear Pads (10 pairs)		

c) Stem Microphone (Qty 10)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	33cm or longer		
2	Bi-color(green/red) illuminated ring and lockable windshield		
3	Broadcast standard microphone		
4	Semi-rigid gooseneck arm		
5	5pin plug		

5. AUTO-TRACKING CAMERAS AND BROADCAST

a) Video Tracking Camera (Qty 6)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	4K Ultra HD Output: Using a new generation of SONY 1/1.8-inch high-quality CMOS, it can achieve maximum 4K60 ultra-high-definition resolution broadcast and image output, and record larger scenes.		
2	25X Optical Zoom Lens: Equipped with a 25x ultra-high-definition optical lens and supporting the mainstream horizontal viewing angle of 59.2°, it can meet the needs of more scenes such as video conferencing in large auditoriums and blackboard writing in lecture theaters to restore true details.		
3	Infrared Remote Control Signal Transparent Transmission Function: In addition to receiving its own infrared remote control signals, it can also receive signals from user's infrared remote control and send them to the video conferencing terminal through the VISCA port.		
	The new ultra-high signal-to-noise ratio CMOS image sensor can effectively reduce image noise under low-light conditions. At the same time, 2D & 3D digital noise reduction is applied to significantly reduce image noise. Even under ultra-low light conditions, the image can still be kept clean and clear, and the image signal-to-noise ratio is		

	higher than 50dB.		
	In addition to receiving its own infrared remote control signals, it can also receive signals from user's infrared remote control and send them to the video conferencing terminal through the VISCA port.		
4	Multiple Network Protocols Supports ONVIF, SRT, RTSP, RTMP, NDI® HX and other network protocols.		
5	USB3.0+HDMI+IP+SDI Full interfaces, Rich Application Scenarios: Compatible with all current mainstream video output interfaces, HDMI+USB3.0+IP can output 4K60 resolution at the same time.		
6	Pixels 8.50 Megapixels, 8.29 Effective Megapixels		
7	Resolution: HDMI:4K60/59.94/50/30/29.97/25, 1080p60/59.94/50/30/29.97/25,720p60/503G-SDI: 1080p60/59.94/50/30/29.97/25,1080i60/59.94/50, 720p60/50		
8	Lens:25X Optical Zoom, f=7.1(W)~171.95mm(T)		
9	Horizontal View Angle:59.2°(W)~2.5°(T)		
10	Vertical View Angle:34.6(W)~1.4(T)		

b) **Video Tracking Matrix (Qty 1)**

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	1pcs Video Tracking Matrix these switchers can communicate with the conference system and realize video tracking function		
2	High performance video signal matrix, support seamless switching, after change source, new video comes out in a few milliseconds, high-fidelity output		
3	Widely used in the place of radio & television engineering, multimedia conference hall, large screen display engineering, TV teaching and leadership office		
4	Gen-lock based Video Wall: based on Gen-Lock technology, the video delay between any output channels is less than 0.1 ms, the video will not be distorted. Available in up to 16 ×16 output channels. It's especially matched with LCD/LED Video Wall		
5	Supports manifold signal input/output cards, such as 4KHDMI, etc.		
6	Compatible with manifold signal formats of input/output signal cards for cross switching		
7	Support various format of signals input, and the output resolution is default as 1080P60, can be setup by Matrix Control Tool		
8	With 1 RJ45 interface, supports TCP / IP, can communicate with the conference system, can realize video tracking function.		
9	With 1 RS232 interface, for connecting to PC, central control system or Camera Control Keypad.		

10	Two RS422 interfaces with built-in professional camera control protocols, a variety of professional cameras like, HUAWEI, SONY, PELCO, Panasonic and other professional cameras can be controlled		
11	With Matrix Control Tool, can realize remote control, including Matrix Switch, Signal Setting, etc.		

c) 4K HDMI Input Card (Qty 4)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	4K Seamless HDMI Input Module		
2	Dual Ø 3.5mm earphone jack for analog audio input		
3	Dual HDMI Type A 19P Female input ports, supports HDMI2.0/DVI1.0		
4	Automatic recognition of input resolution, supporting up to 3840×2160 444 @60Hz, with backward compatibility for lower resolutions		

d) 4K HDMI Output Card (Qty 4)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	4K Seamless HDMI Output Module		
2	Dual Ø 3.5mm earphone jack for analog audio output		
3	Dual HDMI Type A 19P Female output ports, supports HDMI2.0/DVI1.0		
4	Supports output resolution up to 3840×2160 444 @60Hz, with backward compatibility for lower resolutions		

e) Video Encoder (Qty 2)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	HDMI encoder for encoding and network transmitting HDMI signal		
2	SDI/HDMI signal acquisition and encoding capability support 1920x1200@60 and backward compatibility, with frame rate of 1 to 30 adjustable		
3	Adopting DSP processing chip and embedded operating system, reliable due to immunity to network virus attacks		
4	Supports stereo audio input, using the industry's most advanced audio algorithms and audio sampling frequency of 48 kHz, the audio input sensitivity is adjustable, with better sound quality		
5	Power supply AC 100 V - 240 V, 50 Hz / 60 Hz		
6	Max. consumption 10 W		

f) **Video Decoder (Qty 1)**

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	High-definition digital AV decoder		
2	With high-performance DSP chip and dedicated hardware platform, supports 1 channel HDMI video and 1 channel VGA signal synchronization decoding and display, and immune to network virus attack		
3	Used for multi-channel digital media signal decoding and output		
4	Power supply AC 100 V - 240 V, 50 Hz / 60 Hz		
5	Resolutions:1280×720p@50/60 Hz;1920×1080i@50/60 Hz;1920×080p@25/30/50/60 Hz; 1024×76@60 Hz; 1280×1024@60 Hz; 1366×768@60 Hz; AUTO		
6	1pc 12V Adapter (12 V DC, 2.5A)		

g) **Camera Control Keypad (Qty 1)**

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	Camera control Keypad to control cameras' positions		
2	VISCA , PELCO-P , PELCO-D Control protocols are required to be supported		
3	3" screen		
4	HDMI Output		
5	Supports PoE and adapter is included		

6. MICROPHONE CONTROL

a) **Audio Input and Output Device (Qty 1)**

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	16 channels digital & analog audio inputs & outputs		
2	Supports Dante, an uncompressed, multi-channel digital media networking technology, with near-zero latency and synchronization		
3	Converts the digital audio signals of the Congress System to multi-channel digital /analog audio signals, for further processing in infrared simultaneous interpretation systems or recording devices		
4	With web page control function for parameters to be set through web browser		
5	All inputs can be mixed with arbitrary ratio, and outputted to any channel		
6	Transmits multi digital/analog audio channels to the interpretation channels of the Congress System, for example for remote interpretation purposes or for transmission to floor channel		
7	It can be used for network audio transmission, connecting to ASR System		

7. NETWORK CONNECTIVITY

a) PoE Distributor (Qty 20)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	PoE distributor for power supply		
2	For tabletop multimedia congress terminal		
3	Power Supply: DC48V, 2A		
4	Compliant to PoE power supply standard IEEE 802.3at		
5	Power consumption: 90W		
6	Power adapter: 48 V DC, 1.875A (20pcs)		

b) Congress PoE Network Switcher (Qty 4)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	Built-in PoE switch to choose way of power supply		
2	Supports PoE for series multimedia congress terminal and normal mode electronic nameplate		
3	Power Supply: AC100V-240V, 50Hz/60Hz		
4	Power consumption: 400W		

8. DISPLAY SCREENS

a) Television (Qty 6)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	75 inches screen size		
2	3840x2160 resolution		
3	Digital Broadcasting: DVB-TS2(T2 Ready)		
4	Ethernet Port		
5	Wireless LAN Built-In		
6	4 HDMI Ports		
7	Wi-Fi Direct		
8	200Hz Motion Rate		

9. SOUND ENFORCEMENT

a) Audio Amplifier (Qty 1)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	Uses energy-efficient Class D technology and switching mode power supply technology		
2	Adapts to all power network worldwide, plug and play		
3	The power amplifier can obtain energy from the grid smoothly and evenly, whereby minimizing the interference to the grid and improving the efficiency of grid power utilization		
4	The equipment generates less heat with low operating		

	temperature of components, long service life and high reliability		
5	Multiple working modes: stereo, mono, bridge mode		
6	Switching working mode via back panel switch		
7	Amplifier gain selectable		
8	Equipped with XLR audio input interface and Speakon audio output interface		
9	Input signal can be looped out to the next amplifier through XLRM		
10	Optimal protection function: short circuit, DC, over-heating, overload protection, power control, etc.		

b) Public Address Mixer (Qty 1)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	16 Channel Mixer		
2	Powered Mixer		
3	Compatible with 4 Ohm and 8 Ohm speakers		
4	Independent monitor output		
5	Feedback Suppressor, which automatically cuts and prevents undesirable feedback noise		
6	Master EQ with setting for speech and music playback		
7	Independent three-band equalizer on each channel for tonal adjustment and sound control		

c) Vertical Column Speakers (Qty 6)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	8 Units Two-way Directivity Controllable Column Loudspeaker		
2	System setting and monitoring should be carried out via standard Ethernet		
3	Vertical pointing angle and width adjustable		
4	Beam Control: 2 solely adjustable beams with adjustable center point		
5	Independent switch for beam sidelobe suppression		
6	AES/EBU and analog dual signal input with hot backup		
7	Midwoofer Unit: 8 × 4" complex carbon fiber diaphragm midwoofer units		
8	Tweeter: 24 × 0.75" nano carbon fiber diaphragm tweeters		

10. ACCESSORIES

a) General

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	1m 8-pin to RJ45 converter cable (with 8-pin male plug and a RJ45 plug, cat.5 Extension Cable with drain wire)		
2	10m 8-pin to RJ45 converter cable (with a male and a female plug)		
3	1m 8-pin to RJ45 converter cable (with 8-pin male plug and a RJ45 socket, cat.5 Extension Cable with drain wire)		
4	1m 8-pin to RJ45 converter cable (with 8-pin female plug and a RJ45 socket, cat.5 Extension Cable with drain wire)		
5	50m Ethernet extension Cable (with drain wire and shielded RJ45 plugs)		
6	Speaker cable (for Column Loudspeaker, 305 m per roll, white)		
7	Swivel (pan)/Tilt Wall Bracket (for Column Loudspeaker)		
8	42U cabinet: Universal 19" design to support all Rackmount active and passive products		

b) Desktop PC (Qty 2)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	Fully Licensed Microsoft Windows 11 Professional 64-bit and Microsoft Office 2021		
2	Processor: 13th Generation Intel Core i7-with Turbo Boost Technology, 12 MB L3 cache, 4 cores, 8 threads)		
3	Wireless connectivity: Realtek RTL8822CE 802.11a/b/g/n/ac (2x2) Wi-Fi and Bluetooth 5 combo (MU-MIMO supported; Modern Standby (Connected))		
4	Memory: 16 GB DDR4-3200 MHz RAM (1 x 16 GB) 16 GB DDR4-3200 MHz RAM (2 x 8 GB) (Transfer rates up to 3200 MT/s.)		
5	Storage: 512 GB, SSD		
6	Display: Touchscreen, 35.6 cm (14") diagonal, FHD (1920 x 1080), touch, IPS, micro-edge, anti-glare, 250 nits, 45% NTSC		
7	Keyboard: Full-size, backlit, natural silver keyboard		
8	Camera: HP Wide Vision 720p HD camera with integrated dual array digital microphones		
9	Audio: Audio by B&O; Dual speakers; HP Audio Boost		
10	Pointing device: HP Imagepad with multi-touch gesture support; Precision Touchpad Support		
11	Ports: 1 USB Type-C 10Gbps signaling rate (USB Power Delivery, DisplayPort 1.4, HP Sleep and Charge); 2 USB Type-A 5Gbps signaling rate; 1 AC smart pin; 1 HDMI 2.0; 1 headphone/microphone combo		

12	Power supply: 45 W Smart AC power adapter		
13	One (1) Year, Proof warranty must		

c) Laptop Computer (Qty 3)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	Fully licensed Microsoft Windows 11 Professional 64 bit and Office 2021		
2	Processor: Intel® Core™ i7-11XXX (up to 4.0 GHz with Intel® Turbo Boost Technology, 12 MB L3 cache, 4 cores, 8 threads)		
3	Storage: 512 GB PCIe® NVMe™ M.2 SSD		
4	Memory: 16 GB DDR4-3200 MHz RAM (2 x 8 GB) Transfer rates up to 3200 MT/s.		
5	Graphics (integrated) Intel® Iris® X ^e Graphics		
6	Wireless Keyboard and Mouse Combo		
7	Display: 68.6 cm (27") diagonal, FHD (1920 x 1080), IPS, three-sided micro-edge, anti-glare, 250 nits, 72% NTSC		
8	Connectivity: Integrated 10/100/1000 GbE LAN		
9	Wireless connectivity: Realtek RTL8852BE Wi-Fi 6 (2x2) and Bluetooth® 5.3 wireless card (supporting gigabit data rate)		
10	Ports: Rear: 1 USB Type-C® 5Gbps signaling rate; 1 USB Type-A 5Gbps signaling rate; 2 USB 2.0		
11	Webcam: 5MP IR privacy camera with temporal noise reduction integrated dual array digital microphones, 1.4um camera sensor		
12	Warranty: 1 - year hardware warranty, technical support & service for software and initial setup		

f) Colour Printer (Qty 1)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	Colour LaserJet Printer		
2	Functions: Print, scan, copy		
3	Memory: standard 256 MB DDR, 256 MB Flash		
4	Display: 2.7" color graphic screen		
5	Number of print cartridges: 4 (1 each black, cyan, magenta, yellow)		
6	Duplex Printing: Automatic (standard)		
7	Connectivity: 1 Gigabit Ethernet 10/100/1000 Base-T network 1 Hi-Speed USB 2.0 (host) 1 Wi-Fi 802.3az 802.11b/g/n (2.4 GHz) Wi-Fi radio		
8	Paper trays: Min - standard 2		
9	1 year warranty includes parts, service and labour		

g) Uninterrupted Power Supply (Qty 1)

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	Rack mountable - 2U		
2	Output Power Capacity - 1.5kVA		
3	Interface Port(s) - Serial, Smart-Slot, USB		
4	Control panel - Multifunction LCD status and control console		
5	Power Cord		

11. INSTALLATION, INTEGRATION AND INTEROPERABILITY

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	System Installation, Integration, Configuration and Testing		
2	The systems should be able to speak the same language and therefore SHOULD not require a third-party connector or software to join the components together		
3	SHOULD create systems in which information and data exchanges that do not require translation or any middleware or can be widely shared, regardless of the technologies involved in sending, receiving, and distributing that information		

12. KNOWLEDGE TRANSFER AND DOCUMENTATION

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	Conduct Technical Training and provide technical manuals		
2	Conduct Operational Training and provide operation manuals		
3	Conduct End User Training and provide end user manuals		
4	Provide As Built System Block Line Drawings (Both Soft - Flash Disk and Hard Copy - A3 Paper)		

13. WARRANTY AND TECHNICAL SUPPORT

No.	SPECIFICATIONS	Bidders Response Yes /No	Remarks
1	36 months for parts, support and maintenance		
2	Access to software updates, technical support, and		

	maintenance		
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PART 3 - CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VI - GENERAL CONDITIONS OF CONTRACT

1. Definitions

In the Conditions of Contract (“these Conditions”), which include Special Conditions, Parts A and B, and these General Conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

- a) “Contract” means the Contract Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- d) “Day” means calendar day.
- e) “Completion” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- f) “GCC” mean the General Conditions of Contract.
- g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Entity under the Contract.
- h) “Procuring Entity” means the Procuring Entity purchasing the Goods and Related Services, as **specified in the SCC**.
- i) “Related Services” means the services incidental to the supply of the goods, such as insurance, delivery, installation, commissioning, training and initial maintenance and other such obligations of the Supplier under the Contract.
- j) “SCC” means the Special Conditions of Contract.
- k) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- l) “Supplier” means the person, private or government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by the Procuring Entity and is named as such in the Contract Agreement.
- m) “**Base Date**” means a date 30 day prior to the submission of tenders.
- n) “**Laws**” means all national legislation, statutes, ordinances, and regulations and by-laws of any legally constituted public authority.
- o) “**Letter of Acceptance**” means the letter of formal acceptance, signed by the contractor. Procuring Entity, including any annexed memoranda comprising agreements between and signed by both Parties.
- p) “**Procuring Entity**” means the Entity named in the Special Conditions of Contract.

2. Interpretation

- 2.1. If the context so requires it, singular means plural and vice versa.

2.2. Incoterms

- a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms **specified in the SCC**.
- b) The terms EXW and CIP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

3. Contract Documents

Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole. The documents forming the

Contract shall be interpreted in the following order of priority:

- a) the Contract Agreement,
- b) the Letter of Acceptance,
- c) the General Conditions of Contract

- d) Special Conditions of Contract
- e) the Form of Tender,
- f) the Specifications and Schedules of the Drawings (if any), and
- g) the Schedules of Requirements, Price Schedule and any other documents forming part of the Contract.

4. Fraud and Corruption

- 3.1 The supplier shall comply with anti-corruption laws and guidelines and the prevailing sanctions, policies and procedures as set forth in the Laws of Kenya.
- 3.2 The Supplier shall disclose any commissions, gratuity or fees that may have been paid or are to be paid to agents or any other person with respect to the Tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

4.1 Entire Agreement

- 4.3.1 The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.2 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.3 Non-waiver

- a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.4 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity, shall be written in the **English Language**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate and certified translation of the relevant passages in the **English Language**, in which case, for purposes of interpretation of the Contract, the English language is translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association

- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Entity for the fulfilment of the provisions of

the Contract and shall designate one member of the joint venture, consortium, or association to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior written consent of the Procuring Entity.

7. Eligibility

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Sub-contractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

7.3 The Tenderer, if a Kenyan firm, must submit with its tender a valid tax compliance certificate from the Kenya Revenue Authority.

8. Notices

8.2 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.

8.3 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of Kenya.

9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in Kenya:

- a) where, as a matter of law, compliance or official regulations, Kenya prohibits commercial relations with that country or any import of goods from that country or any payments to any country, person, or entity in that country ; or
- b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity.

10. Settlement of Disputes

10.1 The Procuring Entity and the Supplier shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

10.2 Arbitration proceedings shall be conducted as follows:

10.2.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 10.1 shall be finally settled by arbitration.

10.2.2 No arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within thirty days of the occurrence or discovery of the matter or issue giving rise to the dispute.

10.2.3 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the

parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.

- 1024 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any due payments.
- 1025 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for the dispute given in its notice of a claim or dispute.
- 1026 Arbitration may be commenced prior to or after delivery of the goods. The obligations of the Parties shall not be altered by reason of any arbitration being conducted during the progress of the delivery of goods.
- 1027 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

103 Arbitration Proceedings

- 1031 Arbitration proceedings with national suppliers will be conducted in accordance with the Arbitration Laws of Kenya. In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person or persons to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;
- i) Kenya National Chamber of Commerce
 - ii) Chartered Institute of Arbitrators (Kenya Branch)
 - iii) The Law Society of Kenya

- 1032 The institution written to first by the aggrieved party shall take precedence over all other institutions.

1033 Alternative Arbitration Proceedings

Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

104 Arbitration with Foreign Suppliers

- 1041 Arbitration with foreign suppliers shall be conducted in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL); or with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules.
- 1042 The place of arbitration shall be a location specified in the SCC; and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language].

105 Alternative Arbitration Proceedings

Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

106 Failure to Comply with Arbitrator's Decision

- 1061 The award of such Arbitrator shall be final and binding upon the parties.
- 10.6.1 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

10.7 Contract operations continue

Notwithstanding any reference to arbitration herein,

- a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b) the Procuring Entity shall pay the Supplier any monies due the Supplier.

11. Inspections and Audit by the Procuring Entity

- 11.1 The Supplier shall keep, and shall cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time, changes and costs.

- 112 Pursuant to paragraph 2.2 of Instruction to Tenderers, the Supplier shall permit and shall cause its subcontractors to permit, the Procuring Entity and/or persons appointed by the Procuring Entity or by other statutory bodies of the Government to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Procuring Entity. The Supplier's and its Subcontractors' attention is drawn to Sub- Clause 3.1 which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Entity's inspection and audit rights constitute a prohibited practice subject to contract termination, as well as to a determination of ineligibility.

12. Scope of Supply

- 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

13. Delivery and Documents

- 13.1 Subject to GCC Sub-Clause 33.1, the delivery of the Goods and completion of the Related Services shall be in accordance with the List of Goods and Delivery Schedule specified in the Supply Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

14. Supplier's Responsibilities

- 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

15. Contract Price

- 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorized in the SCC.
- 152 Where the contract price is different from the corrected tender price, in order to ensure the supplier is not paid less or more relative to the contract price (*which would be the tender price*), any partial payment valuation based on rates in the schedule of prices in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: *(corrected tender price – tender price)/tender price X 100*.

16. Terms of Payment

- 16.1 The Supplier shall request for payment by submitting invoice(s), delivery note(s) and any other relevant documents as specified in the SCC to the Procuring Entity.
- 162 Payments shall be made promptly by the Procuring Entity, but not later than thirty (30) days after submission of an invoice by the Supplier, and after the Procuring Entity has accepted it.
- 163 Where a Procuring Entity rejects Goods and Related Services, in part or wholly, the procuring Entity shall promptly inform the Supplier to collect, replace or rectify as appropriate and give reasons for rejection. The Supplier shall submit a fresh invoice, delivery note and any other relevant documents as specified in the SCC.
- 164 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Tender price is expressed.
- 165 In the event that the Procuring Entity fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Procuring Entity may pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

17. Taxes and Duties

- 17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, and other such levies incurred to deliver the Goods and Related Services to the Procuring Entity at the final delivery point.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Kenya, the Supplier shall inform the Procuring Entity and the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

- 18.1 If required as specified in the **SCC**, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC**.
- 18.2 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 As specified in **the SCC**, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Procuring Entity; and shall be in one of the formats stipulated by the Procuring Entity in **the SCC**, or in another format acceptable to the Procuring Entity.
- 18.4 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than thirty (30) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.

19. Copyright

- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring Entity directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20. Confidential Information

- 20.1 The Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Sub- Supplier such documents, data, and other information it receives from the Procuring Entity to the extent required for the Sub Supplier to perform its work under the Contract, in which event the Supplier shall obtain from such Sub Supplier undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Procuring Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the performance of the Contract.
- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
- a) the Procuring Entity or Supplier need to share with other arms of Government or other bodies participating in the financing of the Contract; such parties shall be disclosed in **the SCC**;
 - b) now or hereafter enters the public domain through no fault of that party;
 - c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under the Contract if not already specified in the Tender. Such notification, in the original Tender or later

shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

- a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.
- c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

- 23.1 The Supplier 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. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 23.2 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, including additional requirements, if any, specified **in the SCC**, and in any other instructions ordered by the Procuring Entity.

24. Insurance

- 24.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.

25. Transportation and Incidental Services

- 25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 25.2** The Supplier may be required to provide any or all of the following services, including additional services, if any, specified **in SCC**:
- a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

- 253 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services
26. **Inspections and Tests**
- 261 The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.

- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Kenya as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.
- 26.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.
- 26.5 The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Procuring Entity with a report of the results of any such test and/or inspection.
- 26.7 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Procuring Entity may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Procuring Entity may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

- 282 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 283 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 284 The Procuring Entity shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 285 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.
- 286 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.

29. Patent Indemnity

- 29.1 The Supplier shall, subject to the Procuring Entity's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
 - b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 292 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Sub-Clause 29.1, the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 293 If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf.
- 294 The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 295 The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative

proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Entity.

30. Limitation of Liability

- 30.1 Except in cases of criminal negligence or willful misconduct,
- a) the Supplier shall not be liable to the Procuring Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity, and
 - b) the aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Procuring Entity with respect to patent infringement.

31. Change in Laws and Regulations

- 31.1 Unless otherwise specified in the Contract, if after the date of 30 days prior to date of Tender submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Kenya (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. Change Orders and Contract Amendments

- 33.1 The Procuring Entity may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;
 - b) the method of shipment or packing;
 - c) the place of delivery; and
 - d) the Related Services to be provided by the Supplier.
- 33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment

shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Procuring Entity's change order.

- 333 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 334 **Value Engineering:** The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;
- a) the proposed change(s), and a description of the difference to the existing contract requirements;
 - b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Procuring Entity may incur in implementing the value engineering proposal; and
 - c) a description of any effect(s) of the change on performance/functionality.
- 335 The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:
- a) accelerates the delivery period; or
 - b) reduces the Contract Price or the life cycle costs to the Procuring Entity; or
 - c) improves the quality, efficiency or sustainability of the Goods; or
 - d) yields any other benefits to the Procuring Entity, without compromising the necessary functions of the Facilities.
- 336 If the value engineering proposal is approved by the Procuring Entity and results in:
- a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified **in the SCC** of the reduction in the Contract Price; or
 - b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in
- (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.
- 337 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

34. Extensions of Time

- 34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

- a) The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the

- Procuring Entity pursuant to GCC Clause 34;
- ii) if the Supplier fails to perform any other obligation under the Contract; or
- iii) if the Supplier, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix to the GCC, in competing for or in executing the Contract.
- b) In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

The Procuring Entity may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity

35.2 Termination for Convenience.

- a) The Procuring Entity, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:
 - i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

- 36.1 Neither the Procuring Entity nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

37. Export Restriction

- 37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Procuring Entity, to Kenya, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Procuring Entity that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Procuring Entity's convenience pursuant to Sub-Clause 35.3.

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions of the SCC shall prevail over those in the General Conditions of Contract. For the purposes of clarity, any referenced GCC clause numbers are indicated in the left column of the SCC.

A. Contract and Interpretation

1. Definitions (GCC Clause1)

GCC 1.1 (b) (i)	The Procuring Entity is: <i>The Senate of the Republic of Kenya.</i>
GCC 1.1 (b) (ii)	The Project Manager is: <i>To be appointed by the Procuring Entity</i>
GCC 1.1 (e) (ix)	<i>There are no Special Conditions associated with GCC 1.1 (e) (x).</i> <i>[Note: The GCC default specifies the Contract Period as when all the Supplier's obligations are completed. If there is a reason to set a hard-and-fast calendar date for the Contract Period to end, then specify here]</i>
GCC 1.1 (e) (xii)	The Post-Warranty Services Period is <i>Twelve Months</i> unless otherwise stated in the technical requirements . .

2 Notices (GCC Clause 4)

GCC 4.3	Address of the Project Manager: The Senate P.O BOX 41842-00100 Nairobi
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B. Subject Matter of Contract

3. Scope of the System (GCC Clause 7)

GCC 7.3	The Supplier's obligations under the Contract will include the following recurrent cost items, as identified in the Recurrent Cost tables in the Supplier's Tender: <i>Annual Maintenance Cost</i>
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4. Time for Commencement and Operational Acceptance (GCC Clause 8)

GCC 8.1	The Supplier shall commence work on the System within: <i>14 days</i> from the Effective Date of the Contract.
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5. Supplier's Responsibilities (GCC Clause 9)

C. PAYMENT

6. Contract Price (GCC Clause 11)

GCC 11.2	Adjustments to the Contract Price shall be as follows: <i>Price charged for the goods and services SHALL NOT</i> be adjustable. The price quoted will remain in force for the full period of the contract. No demand for revision of price on any account shall be made during the contract period, save for variation of the amount of tax on the goods on
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	account of a change in any law on taxation affecting the goods or services supplied under this contract.
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7. Terms of Payment (GCC Clause 12)

GCC 12.1	<p>Subject to the provisions of GCC Clause 12 (Terms of Payment), the Procuring Entity shall pay the Contract Price to the Supplier according to the categories and in the manner specified below. Only the categories Advance Payment and Complete System Integration relate to the entire Contract Price. In other payment categories, the term "total Contract Price" means the total cost of goods or services under the specific payment category. Within each such category, the Contract Implementation Schedule may trigger pro-rata payments for the portion of the total Contract Price for the category corresponding to the goods or services actually Delivered, Installed, or Operationally Accepted, at unit prices and in the currencies specified in the Price Schedules of the Contract Agreement.</p> <p>(a) The shall be no advance payment</p> <p>(b) Information Technologies, Materials, and other Goods, with the exception of Custom Software and Custom Materials:</p> <p>Fifty percent (50%) of the total cost of materials or pro-rata Contract Price for this category against Supply Delivery, Inspection and Acceptance.</p> <p>Thirty percent (30%) of the same price against Installation and Configuration.</p> <p>Twenty percent (20%) of the same price after commissioning .</p> <p>(c) Custom Software and Custom Materials:</p> <p>Fifty percent (50%) of the total cost of the software after supply, delivery, installation.</p> <p>Thirty Percent (30%) of the same price after testing, Commission, inspection and acceptance.</p> <p>(d) Services other than Training:</p> <p>Eighty percent (80%) of the pro-rata Contract Price for services performed will be paid monthly in arrears, on submission and Procuring Entity's approval of invoices:</p> <p>(e) Training</p> <p>Eighty Percent (90%) of the training charges shall be paid after successful completion of the training and submission of the training report</p> <p>(f) Complete System Integration</p> <p>ten percent (10%) of the entire Contract Price, exclusive of all Recurrent Costs, as final payment against Integration and Commissioning of the Entire system subject to Inspection and Acceptance by the Client</p> <p>(g) Recurrent Costs</p> <p>one hundred percent (100%) of the price of the services actually delivered will be paid quarterly in arrears, on submission and Procuring Entity's Inspection and Acceptance and approval of invoices.</p>
GCC 12.3	<p>The Procuring Entity shall pay to the Supplier interest on the delayed payments at a rate of: THERE SHALL BE NO INTEREST ON DELAYED PAYMENT</p>

GCC 12.4	Payment shall be in Kenya Shillings
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8. Securities (GCC Clause 13)

GCC 13.2	There Shall be no advance payment.
GCC 13.3.1	A performance security of 10% of the contract price shall be required.
GCC 13.3.4	During the Warranty Period (i.e., after Operational Acceptance of the System), the Performance Security shall be reduced to [insert: number] percent of the Contract Price, excluding any Recurrent Costs. <i>[Note: An appropriate amount for the Performance Security for a (three-year) Warranty Period would be between one (1) and two and a half (2.5) percent of the Contract Price including Recurrent Costs for the Warranty period.]</i>

9. Taxes

14.4	Price quoted shall be inclusive of all taxes.

D. Intellectual Property

10. Copyright (GCC Clause 15)

GCC 15.3	<i>There are no Special Conditions of Contract applicable to GCC Clause 15.3</i> <i>[Note: If the Procuring Entity is a corporate or commercial entity, it may choose to specify the conditions under which contractual rights would be conveyed to any Procuring Entity of the concern, or any successor entities following a group reorganization or bankruptcy or other insolvency procedures. Procuring Entities with other organizational structures may need to add other similar provisions.]</i>
GCC 15.4	The supplier shall hand over all proprietary rights to the system upon commissioning of the system. Ownership of Intellectual Property Rights in the Custom Software shall vest with the Senate.
GCC 15.5	<i>There are no Special Conditions of Contract applicable to GCC Clause 15.5</i>

11. Software License Agreements (GCC Clause 16)

GCC 16.1 (a) (iv)	<i>There are no Special Conditions of Contract applicable to GCC Clause 16.1 (a) (iv)</i> <i>[Note: In the interest of soliciting lower Tender prices, Procuring Entities may wish to consider defining limitations in the use of the software. For example:</i> <i>(a) restrictions on the number of records in particular categories that may be held by the System;</i> <i>(b) restrictions on the numbers of transactions in particular categories that may be processed by the System in any day, week, month, or other specified period;</i> <i>(c) restrictions on the number of persons who may be authorized to use the System at any time;</i>
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	<p>(d) restrictions on the number of persons who may access the System simultaneously at any time; or</p> <p>(e) restrictions on the number of workstations that may be connected to the System at any time.</p> <p><i>Note that, from the point of view of the Procuring Entity, if restrictions of any of these kinds (or any similar kind) are to be imposed and there is a real likelihood that the limits may be reached, it would be better to specify additional license fees that are payable when the limits are reached rather than imposing an absolute prohibition on exceeding the limits.]</i></p>
GCC 16.1 (b) (vi)	<p><i>There are no Special Conditions of Contract applicable to GCC Clause 16.1 (b) (vi)</i></p> <p><i>[Note: The Procuring Entity may also wish to specify, for example, that such entities shall be not direct competitors of the Supplier.]</i></p>
GCC 16.1 (b) (vii)	<p><i>There are no Special Conditions of Contract applicable to GCC Clause 16.1 (b) (vii)</i></p> <p><i>[Note: The Procuring Entity may, for example, wish to specify the members of the Procuring Entity's business group that are not direct competitors of the Supplier and that the Procuring Entity must obtain and provide the Supplier written evidence from such parties that such parties will adhere by the terms of the Contract as if they were party to the Contract.]</i></p>
GCC 16.2	<p><i>There are no Special Conditions of Contract applicable to GCC Clause 16.2</i></p> <p><i>[Note: If on-site audits are acceptable, the Procuring Entity may specify conditions on the duration and number of audits per year; the hours or days during which audits may be conducted; the categories of software subject to audit; the procedures for access to Procuring Entity's hardware or software; the number and affiliation of individual auditors; the timing and terms of advance notice; the indemnity by Supplier for losses, liabilities, and costs incurred by the Procuring Entity as a direct result of the audit; etc.].</i></p>

12. Confidential Information (GCC Clause 17)

GCC 17.1	<p><i>There are no Special Conditions of Contract applicable to GCC Clause 17.1</i></p> <p><i>[Note: The Procuring Entity may wish to give members of its business group or related agencies, for example, access to certain specific types of technical and / or financial information it obtains or develops with respect to the Supplier and its Information Technologies. The SCC covering such an exemption should define the individuals covered and generally provide that the Procuring Entity will ensure that such parties are aware of and will adhere by the Procuring Entity's obligations under GCC Clause 17 as if such party were a party to the Contract in place of the Procuring Entity.</i></p> <p><i>if necessary and appropriate, specify: persons, topics, and conditions for which the confidentiality clause does not apply.]</i></p>
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E. Supply, Installation, Testing, Commissioning, and Acceptance of the System

13. Representatives (GCC Clause 18)

GCC 18.1	<p><i>There are no Special Conditions of Contract applicable to GCC Clause 18.1</i></p> <p><i>[Note: If appropriate specify additional powers or limitations.]</i></p> <p>The Procuring Entity's Project Manager shall have the following additional powers and / or limitations to his or her authority to represent the Procuring Entity in matters relating to the Contract <i>[state necessary and appropriate clauses].</i></p>
GCC 18.2.2	<p><i>There are no Special Conditions of Contract applicable to GCC Clause 18.2.2</i></p>

	<p><i>[Note: If appropriate specify additional powers or limitations.]</i></p> <p>The Supplier's Representative shall have the following additional powers and / or limitations to his or her authority to represent the Supplier in matters relating to the Contract [state necessary and appropriate clauses].</p> <p><i>[Note: Any additional powers or limitations of the Supplier's Representative will, of necessity, be subject to discussions at Contract finalization and the SCC amended accordingly.]</i></p>
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14. Project Plan (GCC Clause 19)

GCC 19.1	<p>Chapters in the Project Plan shall address the following subject:</p> <ul style="list-style-type: none"> (a) Project Organization and Management Sub-Plan, including management authorities, responsibilities, and contacts, as well as task, time and resource-bound schedules (in GANTT format); (b) Implementation Sub-Plan; (c) Training Sub-Plan; (d) Testing and Quality Assurance Sub-Plan; (e) Warranty Defect Repair and Technical Support Service Sub-Plan <p>Further details regarding the required contents of each of the above chapters are contained in the Technical Requirements, (insert: reference)].</p>
GCC 19.6	<p>The Supplier shall submit to the Procuring Entity:</p> <ul style="list-style-type: none"> 1. <i>Inspection and quality assurance reports</i> 2. <i>System Administrators and Users Training report</i> 3. <i>Log of service calls and problem resolutions during service and maintenance.</i> 4. <i>Any other applicable requirement</i>

15. Design and Engineering (GCC Clause 21)

GCC 21.3.1	<p><i>There are no Special Conditions of Contract applicable to GCC Clause 21.3.1.</i></p> <p><i>[Note: If necessary and appropriate, specify the Controlling Technical Documents (i.e., document that must be approved by the Procuring Entity's Project Manager before any relevant downstream work can be undertaken by the Supplier).]</i></p> <p><i>[The Supplier shall prepare and furnish to the Project Manager the following documents for which the Supplier must obtain the Project Manager's approval before proceeding with work on the System or any Subsystem covered by the documents. [state "none" or specify, for example:</i></p> <ul style="list-style-type: none"> (*) <i>detailed site surveys;</i> (*) <i>final Subsystem configurations;</i> (*) <i>etc.</i>
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16. Product Upgrades (GCC Clause 23)

GCC 23.4	<p><i>There are no Special Conditions of Contract applicable to GCC Clause 23.4.</i></p> <p><i>[Note: Mandating that all new versions, releases, and updates of Standard Software will be passed on for free during the Warranty Period is a comprehensive requirement, the benefits of which must be balanced against the perceived costs in the mind of the successful Tenderer at the time of tender submission. To require the Supplier to provide for free only new releases and updates, but agreeing that it would be reimbursed for the supply of complete new versions might be more cost-effective. For example, this may be particularly appropriate when the Procuring Entity would not benefit from costs of migrating its business applications to an entirely new version of the underlying database system if such a version came out during a three Warranty Period. Another approach may be to shorten the time period during which updates, etc., would have to be supplied for free, for example, to only the first year of the Warranty Period; or alternatively, a narrower set of Standard Software could be covered.]</i></p>
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17. Inspections and Tests (GCC Clause 25)

GCC 25	<p><i>There are no Special Conditions of Contract applicable to GCC Clause 25.</i></p> <p><i>[Note: Procuring Entity's may wish to consider employing qualified inspectors to inspect and certify the Information Technologies, Materials, and other Goods prior to shipment. This can minimize the number of cases where the Procuring Entity receives shipped goods that do not conform to the Technical Requirements and shorten the repair or replacement time.]</i></p>
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18. Commissioning and Operational Acceptance (GCC Clause 27)

GCC 27.2.1	<p><i>There are no Special Conditions of Contract applicable to GCC Clause 27.2.1.</i></p> <p><i>[Note: Few aspects of Information Technology procurement are more critical to the successful implementation of a System than the specification of Operational Acceptance Tests. It is imperative that the Procuring Entity prepare the specification for these tests as carefully as the overall specification of the System itself. The description should be sufficiently comprehensive, unambiguous, and verifiable to result in proper operation of the System with minimal confusion or controversy between the Procuring Entity and its management, the Supplier, and any users.</i></p> <p><i>In addition, where the Contract covers the Installation and acceptance testing of a number of Subsystems, the nature of the acceptance tests required for each Subsystem, and for the final tests to be carried out on the entire System once all Subsystems have been completed, needs to be clearly specified here and/or in the Technical Requirements and which party bears responsibility for correcting any defects discovered during the final tests of the entire System needs to be identified.]</i></p>

F. Guarantees and Liabilities

19. Operational Acceptance Time Guarantee (GCC Clause 28)

GCC 28.2	The liquidated damage shall be: [0.5] % per week
GCC 28.3	The maximum amount of liquidated damages shall be: [10] %

20. Defect Liability (GCC Clause 29)

GCC 29.1	<p><i>There are no Special Conditions of Contract applicable to GCC Clause 29.1.</i></p> <p><i>[Note: Software is never completely error or “bug” free. Thus, the Procuring Entity may wish to refine or to limit the Supplier’s warranty obligations. Properly done, this can reduce Tenderer’s perceptions of financial risk and help lower tender prices. However, the Procuring Entity should balance the potential savings against the risks to reliable and effective operation of the System and the related costs to the Procuring Entity. These tradeoffs are very specific to the type of the System and its uses. These tradeoffs are also changing very rapidly with technological development. The Procuring Entity should consult experts in the relevant areas for an up-to-date assessment of the risks and the most appropriate text to express any such exceptions and limitations.]</i></p>
GCC 29.4	<p><i>Warranty shall be for a period of One (1) year unless provided otherwise in the technical specification for specific items.</i></p>
GCC 29.10	<p><i>There are no Special Conditions of Contract applicable to GCC Clause 29.10</i></p> <p><i>[Note: Typically, the Procuring Entity should develop a set of response times for different degrees of seriousness of the defects and/or categories of IT and/or specific Subsystems. The most appropriate and economical set of response times are highly dependent on the specific System, its use, and the relevant conditions in Kenya.</i></p> <p><i>The GCC specifies that the Supplier must commence work on warranty defects within a maximum of two weeks; else the Procuring Entity may contract-in such services at the Supplier’s expense. The Procuring Entity may wish to shorten or lengthen this period in the SCC. The time specified must strike a reasonable balance between the response time the typical qualified Supplier can physically achieve and the importance of maintaining continued System operation. If too short a time period is specified, Suppliers will need to protect themselves by adding a contingency to their tender prices.]</i></p>

21. Functional Guarantees (GCC Clause 30)

GCC 30	<p><i>There are no Special Conditions of Contract applicable to GCC Clause 30.</i></p> <p><i>[Note: In the event that Information Systems and Technologies would have to conform to other calendar system(s), here would be the place to specify related requirements in addition to, or in variation of, the requirements in GCC clause 30.2.]</i></p>
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G. Risk Distribution

22. Insurances (GCC Clause 37)

GCC 37.1 (c)	<p>The Supplier shall obtain Third-Party Liability Insurance in the amount of <i>[insert: monetary value]</i> with deductible limits of no more than <i>[insert: monetary value]</i>. The insured Parties shall be <i>[list insured parties]</i>. The Insurance shall cover the period from <i>[insert: beginning date, relative to the Effective Date of the Contract]</i> until <i>[insert: expiration date, relative to the Effective Date of the Contract or its completion]</i>.</p>
GCC 37.1 (e)	<p><i>There are no Special Conditions of Contract applicable to GCC Clause 37.1 (e).</i></p> <p><i>The Supplier shall obtain Worker’s Compensation Insurance with a reputable insurance firm in Kenya</i></p>

H. CHANGE IN CONTRACT ELEMENTS

23. Changes to the System (GCC Clause 39)

GCC 39.4.3	<p>Value Engineering</p> <p>If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Supplier shall be ____% (insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price.</p>
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I. Settlement of Disputes

24. Settlement of Disputes (GCC Clause 43)

GCC 43.1.4	The Appointing Authority for the Adjudicator is: <i>The Senate</i>
GCC 43.2.3	<p>If the Supplier is from outside Kenya arbitration proceedings shall be conducted in accordance with the rules of arbitration of <i>UNCITRAL</i>.</p> <p>These rules, in the version in force at the time of the request for arbitration, will be deemed to form part of this Contract.</p> <p>If the Supplier is a national of Kenya, any dispute between the Procuring Entity and a Supplier arising in connection with the present Contract shall be referred to arbitration in accordance with the laws of Kenya.</p>

SECTION VIII - CONTRACT FORMS

FORM No. 1: NOTIFICATION OF INTENTION TO AWARD

1. For the attention of Tenderer's Authorized Representative

- i) Name: _____ *[insert Authorized Representative's name]*
- ii) Address: _____ *[insert Authorized Representative's Address]*
- iii) Telephone: _____ *[insert Authorized Representative's telephone/fax numbers]*
- iv) Email Address: _____ *[insert Authorized Representative's email address]*

2. Date of transmission: _____ *[email]* on *[date]* _____ (local time)

This Notification is sent by _____ (Name and designation)

3. Notification of Intention to Award

- i) Employer: _____ *[insert the name of the Employer]*
- ii) Project: _____ *[insert name of project]*
- iii) Contract title: _____ *[insert the name of the contract]*
- iv) Country: _____ *[insert country where ITT is issued]*
- v) ITT No: _____ *[insert ITT reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

4. Request a debriefing in relation to the evaluation of your tender

Submit a Procurement-related Complaint in relation to the decision to award the contract.

a) The successful tenderer

- i) Name of successful Tender
- ii) Address of the successful Tender
- iii) Contract price of the successful Tender Kenya Shillings _____ (in words _____)

b) Other Tenderers

Names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out. For Tenders not evaluated, give one main reason the Tender was unsuccessful.

S/No.	Name of Tender	Tender Price as read out	Tender's evaluated price (Note a)	One Reason Why Not Evaluated
1				
2				
3				
4				
5				

(Note a) State NE if not evaluated

5. How to request a debriefing

- a) DEADLINE: The deadline to request a debriefing expires at midnight on *[insert date] (local time)*.
- b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (5) Business Days of receipt of this Notification of Intention to Award.
- c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:
 - I) Attention: _____ *[insert full name of person, if applicable]*
 - ii) Title/position: _____ *[insert title/position]*
 - ii) Agency: _____ *[insert name of Employer]*
 - iii) Email address: _____ *[insert email address]*
- d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (3) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.
- e) The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.
- f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Days from the date of publication of the Contract Award Notice.

6. How to make a complaint

- a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, *[insert date] (local time)*.
- b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:
 - I) Attention: _____ *[insert full name of person, if applicable]*
 - ii) Title/position: _____ *[insert title/position]*
 - iii) Agency: _____ *[insert name of Employer]*
 - iv) Email address: _____ *[insert email address]*
- c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.
- d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website www.ppra.go.ke or email complaints@ppra.go.ke.

You should read these documents before preparing and submitting your complaint.

- e) There are four essential requirements:
 - i) You must be an ‘interested party’. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
 - ii) The complaint can only challenge the decision to award the contract.
 - iii) You must submit the complaint within the period stated above.
 - iv) You must include, in your complaint, all of the information required to support your complaint.

7. **Standstill Period**

- i) DEADLINE: The Standstill Period is due to end at midnight on *[insert date]* (local time).
- ii) The Standstill Period lasts ten (14) Days after the date of transmission of this Notification of Intention to Award.
- iii) The Standstill Period may be extended as stated in paragraph Section 5 (d) above.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Employer:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

FORM NO. 2 - REQUEST FOR REVIEW

FORM FOR REVIEW (r.203 (1))

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 of20....in the matter of Tender No.....of20....for.....(Tender description)

REQUEST FOR REVIEW

I/We.....the above named Applicant(s), of address: Physical address.....P.O Box 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.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of20.....

SIGNED

Board Secretary

FORM NO. 3 LETTER OF AWARD

[Use letter head paper of the Procuring Entity]

_____ *[Date]*

To: _____ *[name and address of the Supplier]*

Subject: _____ **Notification of Award Contract No.**

This is to notify you that your Tender dated _____ *[insert date]* for execution of the _____ *[insert name of the contract and identification number, as given in the SCC]* for the Accepted Contract Amount of _____ *[insert amount in numbers and words and name of currency]*, as corrected and modified in accordance with the Instructions to tenderers is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 30 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Tendering document.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

FORM NO. 4 - CONTRACT AGREEMENT

[The successful tenderer shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made the _____ *[insert: number]* day of _____ *[insert: month]*, *[insert: year]*. BETWEEN (1) _____ *[insert complete name of Procuring Entity]* and having its principal place of business at *[insert: address of Procuring Entity]* (hereinafter called “Procuring Entity”), of the one part; and (2) _____ *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at _____ *[insert: address of Supplier]* (hereinafter called “the Supplier”), of the other part.

1. WHEREAS the Procuring Entity invited Tenders for certain Goods and ancillary services, viz., _____ *[insert brief description of Goods and Services]* and has accepted a Tender by the Supplier for the supply of those Goods and Services, the Procuring Entity and the Supplier agree as follows:
 - i) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
 - ii) The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - a) the Letter of Acceptance
 - b) the Letter of Tender
 - c) the Addenda Nos. _____ (if any)
 - d) Special Conditions of Contract
 - e) General Conditions of Contract
 - f) the Specification (including Schedule of Requirements and Technical Specifications)
 - g) the completed Schedules (including Price Schedules)
 - h) any other document listed in GCC as forming part of the Contract
 - iii) In consideration of the payments to be made by the Procuring Entity to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
2. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services 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.
3. IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya on the day, month and year indicated above.

For and on behalf of the Procuring Entity

Signed: _____ *[insert signature]*

in the capacity of _____ *[insert title or other appropriate designation]* In the presence of _____

_____ *[insert identification of official witness]* **For and on behalf of the Supplier**

Signed: _____ *[insert signature of authorized representative(s) of the Supplier]* in the capacity of _____

_____ *[insert title or other appropriate designation]* in the presence of

_____ *[insert identification of official witness]*

FORM NO. 5 - PERFORMANCE SECURITY [Option 1-Unconditional Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary:_____ *[insert name and Address of Employer]*

Date:_____ *[Insert date of issue]*

Guarantor:_____ *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with _____ *(name of Employer)* _____ (the Employer as the Beneficiary), for the execution of _____ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *(in words)*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4. This guarantee shall expire, no later than the Day of, 2....., and any demand for payment under it must be received by us at the office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

[Name of Authorized Official, signature(s) and seals/stamps]

FORM No. 6 - PERFORMANCE SECURITY [Option 2– Performance Bond]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ *[insert name and Address of Employer]* **Date:** _____ *[Insert date of issue]*

PERFORMANCE BOND No.: _____

Guarantor: _____ *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. By this Bond _____ as Principal (hereinafter called “the Contractor”) and _____ as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____ as Oblige (hereinafter called “the Employer”) in the amount of _____ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Employer dated the _____ day of _____, 20_____, for _____ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
 - 1) complete the Contract in accordance with its terms and conditions; or
 - 2) obtain a tender or tenders from qualified tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or
 - 3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.
4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.
6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day _____ of _____ 20_____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

FORM NO. 7 - ADVANCE PAYMENT SECURITY [Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____ *[Insert name and Address of Employer]*

Date: _____ *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ (*in words* _____) is to be made against an advance payment guarantee.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (*in words* _____) upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
 - (a) has used the advance payment for purposes other than the costs of mobilization in respect of the goods; or
 - (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Contractor on its account number _____ at _____.
5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the ____ day of _____, 2____, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.
7. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

[Name of Authorized Official, signature(s) and seals/stamps]

2. Appendices

a) Appendix 1. Supplier's Representative

In accordance with GCC Clause 1.1 (b) (iv), the Supplier's Representative is:

Name:.....[*insert: name and provide title and address further below, or state “to be nominated within fourteen (14) days of the Effective Date”*]

Title:.....[*if appropriate, insert: title*]

In accordance with GCC Clause 4.3, the Supplier's addresses for notices under the Contract are:

Address of the Supplier's Representative: [*as appropriate, insert: personal delivery, postal, cable, facsimile, electronic mail, and/or EDI addresses.*]

Fallback address of the Supplier: [*as appropriate, insert: personal delivery, postal, cable, facsimile, electronic mail, and/or EDI addresses.*]

2. Adjudicator in accordance with GCC Clause 1.1 (b) (vi), the

agreed-upon Adjudicator is: Name:

..... *[insert: name]* Title:

..... *[insert: title]* Address:

..... *[insert: postal address]*

Telephone:..... *[insert: telephone]*

in accordance with GCC Clause 43.1.3, the agreed-upon fees and

reimbursable expenses are: Hourly Fees:

..... *[insert: hourly fees]*

Reimbursable Expenses: *[list:*

reimbursables]

Pursuant to GCC Clause 43.1.4, if at the time of Contract signing, agreement has not been reached between the Procuring Entity and the Supplier, an Adjudicator will be appointed by the Appointing Authority named in the SCC.

b) Appendix 3. List of Approved Subcontractors

The Procuring Entity has approved use of the following Subcontractors nominated by the Supplier for carrying out the item or component of the System indicated. Where more than one Subcontractor is listed, the Supplier is free to choose between them, but it must notify the Procuring Entity of its choice sufficiently in advance of the time when the subcontracted work needs to commence to give the Procuring Entity reasonable time for review. In accordance with GCC Clause 20.1, the Supplier is free to submit proposals for Subcontractors for additional items from time to time. No subcontracts shall be placed with any such Subcontractors for additional items until the Subcontractors have been approved in writing by the Procuring Entity and their names have been added to this list of Approved Subcontractors, subject to GCC Clause 20.3.

[specify: item, approved Subcontractors, and their place of registration that the Supplier proposed in the corresponding attachment to its tender and that the Procuring Entity approves that the Supplier engage during the performance of the Contract. Add additional pages as necessary.]

	Approved Subcontractors	Place of Registration

c) Appendix 4. Categories of Software

The following table assigns each item of Software supplied and installed under the Contract to one of the three categories: (i) System Software, (ii) General-Purpose Software, or (iii) Application Software; and to one of the two categories: (i) Standard Software or (ii) Custom Software.

	(select one per item)			(select one per item)	
Software Item	System Software	General-Purpose Software	Application Software	Standard Software	Custom Software

d) Appendix 5. Custom Materials

The follow table specifies the Custom Materials the Supplier will provide under the Contract.

Custom Materials

e) Appendix 6. Revised Price Schedules

The attached Revised Price Schedules (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the Price Schedules contained in the Supplier's Tender. These Revised Price Schedules reflect any corrections or adjustments to the Supplier's tender price, pursuant to the ITT Clauses 30.3 and 38.2.

f) Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments

The attached Contract amendments (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the relevant clauses in the GCC, SCC, Technical Requirements, or other parts of this Contract as defined in GCC Clause 1.1 (a) (ii).

3. Performance and Advance Payment Security Forms

5.1 Performance Security Form (Demand Bank Guarantee)

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated]

[Guarantor Form head or SWIFT identifier code]

[insert: Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: *[insert: Name and Address of Procuring Entity]*

Date: *[insert: date]*

PERFORMANCE GUARANTEE No.: *[insert: Performance Guarantee Number]* **Guarantor:**
..... *[Insert name and address of place of issue, unless indicated in the Form head.]*

We have been informed that on *[insert: date of award]* you awarded Contract No. *[insert: Contract number]* for *[insert: title and/or brief description of the Contract]* (hereinafter called "the Contract") to *[insert: complete name of Supplier which in the case of a joint venture shall be in the name of the joint venture]* (hereinafter called "the Applicant"). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor here by irrevocably undertake to pay you any sum(s) not exceeding *[insert: amount(s)¹ in figures and words]* such sum being payable in the types and proportions of currencies which the Contract Price is payable upon receipt by us of the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the contract without the Beneficiary needing to prove or to show grounds or reasons for their demand or the sum specified there in.

On the date of your issuing, to the Supplier, the Operational Acceptance Certificate for the System, the value of this guarantee will be reduced to any sum(s) not exceeding *[insert: amount(s) 4 in figures and words]*. This remaining guarantee shall expire no later than *[insert: number and select: of months/of years (of the Warranty Period that needs to be covered by the remaining guarantee)]* from the date of the Operational Acceptance Certificate for the System², and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under 15 (a) is hereby excluded.

[Signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

¹The bank shall insert the amount(s) specified and denominated in the SCC for GCC Clauses 13.3.1 and 13.3.4 respectively, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Procuring Entity.

²In this sample form, the formulation of this paragraph reflects the usual SCC provisions for GCC Clause 13.3. However, if the SCC for GCC Clauses 13.3.1 and 13.3.4 varies from the usual provisions, the paragraph, and possibly the previous paragraph, need to be adjusted to precisely reflect the provisions specified in the SCC.

5.2 Advance Payment Security

Demand Bank Guarantee

[Guarantor Form head or SWIFT identifier code]

Beneficiary: *[insert: Name and Address of Procuring Entity]*

Date..... *[insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.:..... *[insert: Advance Payment Guarantee Number]*

Guarantor..... *[Insert name and address of place of issue, unless indicated in the Form head]*

We have been informed that on..... *[insert: date of award]* you awarded Contract No. *[insert: Contract number]* for *[insert: title and/or brief description of the Contract]* (here in after called "the Contract") to *[insert: complete name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (here in after called" the Applicant").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[insert: amount in numbers and words, for each currency of the advance payment]* is to be made to the Supplier against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, here by irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of..... *[Insert amount in figures] () [insert amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) Has used the advance payment for purposes other than toward delivery of Goods; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number..... *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety

(90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

4 Installation and Acceptance Certificates *(insert format)*

Installation Certificate

Date: *[insert: date]*

ITT: *[insert: title and number of ITT]*

Contract: *[insert: name and number of Contract]*

To: *[insert: name and address of Supplier]*

Dear Sir or Madam:

Pursuant to GCC Clause 26 (Installation of the System) of the Contract entered into between yourselves and the..... *[insert: name of Procuring Entity]* (hereinafter the “Procuring Entity”) dated..... *[insert: date of Contract]*, relating to the *[insert: brief description of the Information System]*, we hereby notify you that the System (or a Subsystem or major component thereof) was deemed to have been correctly installed on the date specified below.

1. Description of the System (or relevant Subsystem or major component: *[insert: description]*

2. Date of Installation:..... *[insert: date]*

Notwithstanding the above, you are required to complete the outstanding items listed in the attachment to this certificate as soon as practicable. This Form shall not relieve you of your obligation to achieve Operational Acceptance of the System in accordance with the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Procuring Entity

Signed:

Date:

in the capacity of: *[state: “Project Manager” or*

state the title of a higher-level authority in the Procuring Entity's organization]

1.1 Operational Acceptance Certificate

Date:..... *[insert: date]*

ITT: *[insert: title and number of ITT]*

Contract: *[insert: name of System or Subsystem and number of Contract]*

To: *[insert: name and address of Supplier]*

Dear Sir or Madam:

Pursuant to GCC Clause 27 (Commissioning and Operational Acceptance) of the Contract entered into between yourselves and the..... *[insert: name of Procuring Entity]* (hereinafter the “Procuring Entity”) dated..... *[insert: date of Contract]*, relating to the..... *[insert: brief description of the Information System]*, we hereby notify you the System (or the Subsystem or major component identified below) successfully completed the Operational Acceptance Tests specified in the Contract. In accordance with the terms of the Contract, the Procuring Entity here by takes over the System (or the Subsystem or major component identified below), together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the System (or Subsystem or major component): *[insert: description]*

2. Date of Operational Acceptance: *[insert: date]*

This Form shall not relieve you of your remaining performance obligations under the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Procuring Entity

Signed:

Date:

in the capacity of:..... *[state: “Project Manager” or higher-level authority in the Procuring Entity's organization]*

7. Change Order Procedures and Forms

Date:..... [insert: date]

ITT: [insert: title and number of ITT]

Contract:[insert: name or System or Subsystem and number of Contract]

General

This section provides samples of procedures and forms for carrying out changes to the System during the performance of the Contract in accordance with GCC Clause 39 (Changes to the System) of the Contract.

Change Order Log

The Supplier shall keep an up-to-date Change Order Log to show the current status of Requests for Change and Change Orders authorized or pending. Changes shall be entered regularly in the Change Order Log to ensure that the log is kept up-to-date. The Supplier shall attach a copy of the current Change Order Log in the monthly progress report to be submitted to the Procuring Entity.

References to Changes

- 1) Request for Change Proposals (including Application for Change Proposals) shall be serially numbered CR-nnn.
- 2) Change Estimate Proposals shall be numbered CN-nnn.
- 3) Estimate Acceptances shall be numbered CA-nnn.
- 4) Change Proposals shall be numbered CP-nnn.
- 5) Change Orders shall be numbered CO-nnn. On all forms, the numbering shall be determined by the original CR-nnn.

Annexes

- 7.1 Request for Change Proposal Form
- 7.2 Change Estimate Proposal Form
- 7.3 Estimate Acceptance Form
- 7.4 Change Proposal Form
- 7.5 Change Order Form
- 7.6 Application for Change Proposal Form

7.1 Request for Change Proposal Form

(Procuring Entity's Form head)

Date:[insert: date]

ITT: [insert: title and number of ITT]

Contract: [insert: name of System or Subsystem or number of Contract]

To: [insert: name of Supplier and address]

Attention: [insert: name and title]

Dear Sir or Madam:

With reference to the above-referenced Contract, you are requested to prepare and submit a Change Proposal for the Change noted below in accordance with the following instructions within **[insert: number]** days of the date of this Form.

1. Title of Change: **[insert: title]**
2. Request for Change No./Rev.: **[insert: number]**
3. Originator of Change: **[select Procuring Entity / Supplier (by Application for Change Proposal), and add: name of originator]**
4. Brief Description of Change: **[insert: description]**
5. System (or Subsystem or major component affected by requested Change): **[insert: description]**
6. Technical documents and/ or drawings for the request of
Change: Document or Drawing No. Description
7. Detailed conditions or special requirements of the requested Change: **[insert: description]**
8. Procedures to be followed:
 - a) Your Change Proposal will have to show what effect the requested Change will have on the Contract Price.
 - b) Your Change Proposal shall explain the time it will take to complete the requested Change and the impact, if any, it will have on the date when Operational Acceptance of the entire System agreed in the Contract.
 - c) If you believe implementation of the requested Change will have a negative impact on the quality, operability, or integrity of the System, please provide a detailed explanation, including other approaches that might achieve the same impact as the requested Change.
 - d) You should also indicate what impact the Change will have on the number and mix of staff needed by the Supplier to perform the Contract.
 - e) You shall not proceed with the execution of work related to the requested Change until we have accepted and confirmed the impact it will have on the Contract Price and the Implementation Schedule in writing.
9. As next step, please respond using the Change Estimate Proposal form, indicating how much it will cost you to prepare a concrete Change Proposal that will describe the proposed approach for implementing the Change, all its elements, and will also address the points in paragraph 8 above pursuant to GCC Clause 39.2.1. Your Change Estimate Proposal should contain a first approximation of the proposed approach, and implications for schedule and cost, of the Change.

For and on behalf of the Procuring Entity

Signed:

Date:

in the capacity of:[state: **"Project Manager" or higher-level authority in the Procuring Entity's organization]**

7.2 Change Estimate Proposal Form

(Supplier's Form head)

Date:[insert: date]

ITT:[insert: title and number of ITT]

Contract:[insert: name of System or Subsystem and number of Contract]

To: [insert: name of Procuring Entity and address]

Attention:[insert: name and title]

Dear Sir or Madam:

With reference to your Request for Change Proposal, we are pleased to notify you of the approximate cost of preparing the below-referenced Change in accordance with GCC Clause 39.2.1 of the Contract. We acknowledge that your agreement to the cost of preparing the Change Proposal, in accordance with GCC Clause 39.2.2, is required before we proceed to prepare the actual Change Proposal including a detailed estimate of the cost of implementing the Change itself.

1. Title of Change:[insert: title]

2. Request for Change No./Rev.:[insert: number]

3. Brief Description of Change (including proposed implementation approach): [insert: description]

4. Schedule Impact of Change (initial estimate): [insert: description]

5. Initial Cost Estimate for Implementing the Change:.....[insert: initial cost estimate]

6. Cost for Preparation of Change Proposal: [insert: cost in the currencies of the Contract], as detailed below in the breakdown of prices, rates, and quantities.

For and on behalf of the Supplier Signed:

.....

Date:

in the capacity of:[state: "Supplier's Representative" or other higher-level authority in the Supplier's organization]

7.3 Estimate Acceptance Form

(Procuring Entity's Form head) Date: *[insert: date]*

ITT *[insert: title and number of ITT]*

Contract: *[insert: name of System or Subsystem and number of Contract]*

To: *[insert: name of Supplier and address]*

Attention: *[insert: name and title]*

Dear Sir or Madam:

We hereby accept your Change Estimate and agree that you should proceed with the preparation of a formal Change Proposal.

1. Title of Change: *[insert: title]*
2. Request for Change No./ Rev.: *[insert: request number /revision]*
3. Change Estimate Proposal No./ Rev.: *[insert: proposal number/ revision]*
4. Estimate Acceptance No./ Rev.: *[insert: estimate number/ revision]*
5. Brief Description of Change: *[insert: description]*
6. Other Terms and Conditions:

In the event that we decide not to order the Change referenced above, you shall be entitled to compensation for the cost of preparing the Change Proposal up to the amount estimated for this purpose in the Change Estimate Proposal, in accordance with GCC Clause 39 of the General Conditions of Contract.

For and on behalf of the Procuring Entity

Signed:

Date:

in the capacity of:.....*[state: "Project Manager" or higher-level authority in the Procuring Entity's organization]*

7.4 Change Proposal Form

(Supplier's Form head)

Date: [insert: date]

ITT: [insert: title and number of ITT]

Contract: [insert: name of System or Subsystem and number of Contract]

To: [insert: name of Procuring Entity and address]

Attention: [insert: name and title]

Dear Sir or Madam:

In response to your Request for Change Proposal No. [insert: number], we here by submit our proposal as follows:

1. Title of Change: [insert: name]
2. Change Proposal No./ Rev.: [insert: proposal number /revision]
3. Origin at or of Change: [select: Procuring Entity /Supplier; and add: name]
4. Brief Description of Change: [insert: description]
5. Reasons for Change: [insert: reason]
6. The System Subsystem, major component, or equipment that will be affected by the requested Change: [insert: description]
7. Technical documents and/ or drawings for the requested Change: Document or Drawing No. Description
8. Estimate of the increase/ decrease to the Contract Price resulting from the proposed Change: [insert: amount in currencies of Contract], as detailed below in the breakdown of prices, rates, and quantities. Total lump sum cost of the Change:
Cost to prepare this Change Proposal (i. e., the amount payable if the Change is not accepted, limited as provided by GCC Clause 39.2.6):
9. Additional Time for Achieving Operational Acceptance required due to the Change: [insert: amount in days/ weeks]
10. Effect on the Functional Guarantees: [insert: description]
11. Effect on the other terms and conditions of the Contract: [insert: description]
12. Validity of this Proposal: for a period of [insert: number] days after receipt of this Proposal by the Procuring Entity
13. Procedures to be followed:
 - a) You are requested to notify us of your acceptance, comments, or rejection of this detailed Change Proposal within [insert: number] days from your receipt of this Proposal.
 - b) The amount of any increase and / or decrease shall be taken into account in the adjustment of the Contract Price.

For and on behalf of the Supplier

Signed:

Date:

in the capacity of: [state: "Supplier's Representative" or other higher-level authority in the Supplier's organization]

7.5 Change Order Form

(Procuring Entity's Form head)

Date:*[insert: date]*

ITT:*[insert: title and number of ITT]*

Contract:*[insert: name of System or Subsystem and number of Contract]*

To:*[insert: name of Supplier and address]*

Attention:*[insert: name and title]*

Dear Sir or Madam:

We hereby approve the Change Order for the work specified in Change Proposal No. *[insert: number]*, and agree to adjust the Contract Price, Time for Completion, and/ or other conditions of the Contract in accordance with GCC Clause 39 of the Contract.

1. Title of Change: *[insert: name]*

2. Request for Change No./ Rev.: *[insert: request number/ revision]*

3. Change Order No./ Rev.: *[insert: order number/ revision]*

4. Origin at or of Change: *[select: Procuring Entity/ Supplier; and add: name]*

5. Authorized Price for the Change: Ref. No.: *[insert: number]* Date: *[insert: date]*

[insert: amount in foreign currency A] plus [insert: amount in foreign currency B] plus [insert: amount in foreign currency C] plus [insert: amount in local currency]

6. Adjustment of Time for Achieving Operational Acceptance: *[insert: amount and description of adjustment]*

7. Other effects, if any: *[state: "none" or insert description]*

For and on behalf of the Procuring Entity

Signed:

Date:

in the capacity of:.....*[state: "Project Manager" or higher-level authority in the Procuring Entity's organization]*

For and on behalf of the Supplier

Signed:

Date:

in the capacity of:..... *[state "Supplier's Representative" or higher-level authority in the Supplier's organization]*

7.6 Application for Change Proposal Form

(Supplier's Form head)

Date:[insert: date]

ITT:[insert: title and number of ITT]

Contract: [insert: name of System or Subsystem and number of Contract]

To: [insert: name of Procuring Entity and address]

Attention: [insert: name and title]

Dear Sir or Madam:

We hereby propose that the below-mentioned work be treated as a Change to the System.

1. Title of Change:[insert: name]
2. Application for Change Proposal No./ Rev.:[insert: number/ revision] dated: [insert: date]
3. Brief Description of Change:[insert: description]
4. Reasons for Change:[insert: description]
5. Order of Magnitude Estimation:[insert: amount in currencies of the Contract]
6. Schedule Impact of Change:[insert: description]
7. Effect on Functional Guarantees, if any:[insert: description]
8. Appendix: [insert: titles (if any); otherwise state "none"]

For and on behalf of the Supplier

Signed:

Date:

in the capacity of: [state: "Supplier's Representative" or higher-level authority in the Supplier's organization]

FORM NO. 8 BENEFICIAL OWNERSHIP DISCLOSURE FORM
(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.

Tender Reference No.: _____ [insert identification
no] Name of the Tender Title/Description: _____ [insert name of the
assignment] to: _____ [insert complete name of Procuring Entity]

In response to the requirement in your notification of award dated _____ [insert date of notification of award] to furnish additional information on beneficial ownership: _____ [select one option as applicable and delete the options that are not applicable]

I) We here by provide the following beneficial ownership information.

Details of beneficial ownership

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
1.	Full Name		Directly----- ----- % of shares	Directly.....% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No---- 2. Is this right held directly or indirectly?: Direct..... Indirect.....	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes ----- No-- -- 2. Is this influence or control exercised directly or indirectly? Direct..... Indirect..... ...
	National identity card number or Passport number					
	Personal Identification Number (where applicable)		Indirectly---- -----% of shares	Indirectly----- % of voting rights		
	Nationality					
	Date of birth [dd/mm/yyyy]					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
2.	Full Name		Directly----- ----- % of shares Indirectly---- -----% of shares	Directly.....% of voting rights Indirectly----- % of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes ----No---- 2. Is this right held directly or indirectly?: Direct..... Indirect.....	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes ---- No-- -- 2. Is this influence or control exercised directly or indirectly? Direct..... Indirect..... ...
	National identity card number or Passport number					
	Personal Identification Number (where applicable)					
	Nationality(ies)					
	Date of birth [dd/mm/yyyy]					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					
3. e.f .c						

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

- (a) holds at least ten percent of the issued shares in the company either directly or indirectly;
- (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;
- (c) holds a right, directly or indirectly, to appoint or remove a director of the company; or
- (d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information and belief.

*Name of the Tenderer..... *[insert complete name of the Tenderer]_____*

*Name of the person duly authorized to sign the Tender on behalf of the Tenderer: ** [insert complete name of person duly authorized to sign the Tender]*

Designation of the person signing the Tender: [insert complete title of the person signing the Tender]

Signature of the person named above [insert signature of person whose name and capacity are shown above]

Date this [insert date of signing] day of..... [Insert month], [insert year]

Bidder Official Stamp