

# ETHICS AND ANTI- CORRUPTION COMMISSION



## TENDER DOCUMENT

FOR

**SUPPLY AND DELIVERY OF FORENSIC LAB  
EQUIPMENTS (DIGITAL FORENSIC EQUIPMENT,  
DOCUMENT EXAMINATION EQUIPMENT, ICT  
EQUIPMENT AND OFFICE EQUIPMENT)  
(Framework contract for one year)**

**TENDER NO. EACC /23/2016-2017**

**IFMIS NO. 403235**

**CLOSING DATE: 7<sup>TH</sup> MARCH, 2017 AT 11.00 AM.**

**INTEGRITY CENTRE**  
**Valley Rd/Jakaya Kikwete Rd Junction**  
**P.O Box 61130-00200, Nairobi, Kenya**  
**Tel: 2717318/310722 fax 254 (020) 2719757**  
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## SECTION I INVITATION TO TENDER



<b>ETHICS AND ANTI-CORRUPTION COMMISSION</b> P.O Box 61130-00200, Nairobi, Kenya	<b>INTEGRITY CENTRE</b> Valley Rd/Jakaya Kikwete Rd Junction P.O Box 61130-00200, Nairobi, Kenya Tel: 2717318/310722 fax 254 (020) 2719757 Email: <a href="mailto:eacc@integrity.go.ke">eacc@integrity.go.ke</a>
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**Date: 20<sup>th</sup> February, 2017**

**RE: TENDER NO. EACC/23/2016-2017:- SUPPLY AND DELIVERY OF FORENSIC LAB EQUIPMENTS (DIGITAL FORENSIC EQUIPMENT, DOCUMENT EXAMINATION EQUIPMENT, ICT EQUIPMENT AND OFFICE EQUIPMENT).**

The Ethics and Anti-Corruption Commission (EACC) invites sealed tenders from eligible candidates for supply and delivery of various Forensic Lab equipment for the initial stated quantities and on a need basis (Framework contract for one year).

Interested eligible candidates may obtain further information from and inspect the tender documents at the Supply Chain Management office, Ethics and Anti-Corruption Commission, ground Floor, **Integrity Centre** during normal working hours.

A complete set of tender documents may be viewed and downloaded free of charge from the Commission's website [www.eacc.go.ke](http://www.eacc.go.ke) or IFMIS suppliers portal [supplier.treasury.go.ke](http://supplier.treasury.go.ke).

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

Completed tender documents **MUST** be submitted through the IFMIS system so as to reach the:

**THE SECRETARY/CEO**  
**Ethics and Anti-Corruption Commission,**  
**P. O. Box 61130 - 00200**  
**NAIROBI**

on or before **7<sup>th</sup> March, 2017 at 11.00 a.m.**

Tenders must be accompanied by a tender Security of Ksh.200,000.00. Submission of tenders will automatically lock out in the System at the time and date of tender closing.

**THE SECRETARY/CEO,**  
**ETHICS AND ANTI-CORRUPTION COMMISSION.**

## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

### **2.2 Eligible Goods**

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

### **2.3 Cost of Tendering**

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Kes.1,000/=
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

## **2.4. The Tender Document**

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

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

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

## **2.5 Clarification of Documents**

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

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

## **2.6 Amendment of Documents**

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

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

2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.7 Language of Tender**

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

## **2.8 Documents Comprising of Tender**

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

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

## **2.9 Tender Forms**

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

## **2.10 Tender Prices**

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

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

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be 60 days from the date of opening of the tender.

### **2.11 Tender Currencies**

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

### **2.12 Tenderers Eligibility and Qualifications**

2.12.1 Pursuant to paragraph 2.1, the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

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

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

### **2.13 Goods Eligibility and Conformity to Tender Documents**

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:



- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
- (c) A clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **2.14 Tender Security**

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.
- 2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.
- 2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible. But not later than thirty (30) days after the

expiration of the period of tender validity prescribed by the Procuring entity.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 2.27
  - Or
  - (ii) to furnish performance security in accordance with paragraph 2.28

## **2.15 Validity of Tenders**

2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.16 Format and Signing of Tender**

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

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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

## **2.17 Sealing and Marking of Tenders**

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

2.17.2 The inner and outer envelopes shall:

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

(b) Bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” (**7<sup>th</sup> March, 2017 at 11.00 a.m**)

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

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

## **2.18 Deadline for Submission of Tenders**

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than (**7<sup>th</sup> March, 2017 at 11.00 a.m.**).

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

## **2.19 Modification and Withdrawal of Tenders**

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

2.19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender

during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

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

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

## **2.20 Opening of Tenders**

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **(7<sup>th</sup> March, 2017 at 11.00 a.m)** and in the location specified in the Invitation to Tender.

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

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

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

## **2.21 Clarification of Tenders**

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

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

## **2.22 Preliminary Examination**

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

2.22.1 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the

correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

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

2.22.1 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

### **2.23 Conversion to Single Currency**

2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

### **2.24 Evaluation and Comparison of Tenders**

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.1 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.24.1 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

### **2.25 Preference**

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

### **2.26 Contacting the Procuring entity**

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

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

## **2.27 Award of Contract**

### (a) Post-qualification

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

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

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

### (b) Award Criteria

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

### (c) Procuring entity's Right to Vary quantities

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

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

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

## **2.28 Notification of Award**

2.28.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.28.1 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.1 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

## **2.29 Signing of Contract**

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

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

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

## **2.30 Performance Security**

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

2.30.1 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

## **2.31 Corrupt or Fraudulent Practices**

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

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

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive

practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

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

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



## Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement, supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

Instructions to tenderers	Particulars of appendix to instructions to tenderers																		
2.1	Particulars of eligible tenders: <b>Open to all eligible tenderers as per the evaluation criteria.</b>																		
2.2.2	Price to be charged for tender documents. <b>Downloaded free of charge.</b>																		
2.10	Particulars of other currencies allowed. <b>None</b>																		
2.11	Particulars of eligibility and qualifications documents of evidence required. <b>Copies of all the documents requested in the evaluation criteria</b>																		
2.12.2	Particulars of tender security if applicable. <b>Kes. 200,000. From either of the following:-</b> (a) a bank guarantee; (b) such insurance company guarantee as may be approved by the PPRA; (c) a letter of credit; or (d) guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.																		
2.13	Validity of Tenders: <b>Tenders Shall remain valid for 120 days</b>																		
2.22	<p><b>Evaluation Criteria</b></p> <p>The following requirements must be met by the tenderer notwithstanding other requirements in the tender documents:-</p> <p><b>a) Mandatory Requirements (MR)</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">No.</th> <th style="text-align: center;">Requirements</th> <th style="text-align: center;">Responsive or Not Responsive</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">MR1</td> <td>Must Submit a copy of certificate of Registration/Incorporation</td> <td style="text-align: center;"></td> </tr> <tr> <td style="text-align: center;">MR2</td> <td>Must Submit a copy of a valid Tax Compliance certificate</td> <td style="text-align: center;"></td> </tr> <tr> <td style="text-align: center;">MR3</td> <td>Must Fill the Price Schedule in the format provided</td> <td style="text-align: center;"></td> </tr> <tr> <td style="text-align: center;">MR4</td> <td>Must Fill the Form of Tender in the Format provided</td> <td style="text-align: center;"></td> </tr> <tr> <td style="text-align: center;">MR5</td> <td>Must submit a tender security of <b>Kes. 200,000.00</b> in the format provided. The</td> <td style="text-align: center;"></td> </tr> </tbody> </table>	No.	Requirements	Responsive or Not Responsive	MR1	Must Submit a copy of certificate of Registration/Incorporation		MR2	Must Submit a copy of a valid Tax Compliance certificate		MR3	Must Fill the Price Schedule in the format provided		MR4	Must Fill the Form of Tender in the Format provided		MR5	Must submit a tender security of <b>Kes. 200,000.00</b> in the format provided. The	
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MR4	Must Fill the Form of Tender in the Format provided																		
MR5	Must submit a tender security of <b>Kes. 200,000.00</b> in the format provided. The																		

	original tender security to be deposited in the Tender Box located at Ground floor, Integrity Centre while a scanned copy to be attached to tender documents and submitted through IFMIS.	
MR6	Must submit a dully filled up self-declaration form in the format provided	
MR7	Must submit a dully filled up Confidential Business Questionnaire in the format provided	
MR8	The Tenders Shall remain valid for 120 days from the date of tender opening	
MR9	Must provide a manufacture brochure for the item proposed.	
MR10	Tenders Must be submitted through IFMIS	

**At this stage, the tenderer's submission will either be responsive in all the mandatory (MR) requirements above or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.**

**b) Technical Scores (T.S.)**

This section (Technical Evaluation) will carry a total of 80% of the whole evaluation

No.	Evaluation Attribute	Tenderer's Response	Weighting Score	Max. Score
T.S.1	Number of years in supply of Forensic lab equipment business		<ul style="list-style-type: none"> <li>• 2 years and above (10 marks)</li> <li>• Others prorated</li> </ul> $\frac{\text{Number of years} \times 10}{2}$	10
T.S.2	Provide a list of clients and references, LPOs to which the company has done similar supplies in the last 3 years.		<ul style="list-style-type: none"> <li>• 5 or more Clients with references (20 marks)</li> <li>• Others prorated at:</li> </ul> $\frac{\text{Number of Clients}' \times 20}{3}$	20
T.S.3	Please indicate minimum time required to deliver the items after signing of contract or upon being issued with an LPO.		<ul style="list-style-type: none"> <li>• One week (7 days) and below – 10 marks</li> <li>• One week – two weeks – 8 marks</li> <li>• Beyond two weeks but before one month– 4 marks</li> </ul>	10

				• Beyond one month - 0	
	T.S.4	Physical Facilities • Provide details of physical address and contacts – attach evidence		• Details of physical address and contacts with copy of title or lease documents or latest utility bill – 10 marks • Not provided – 0 mark	10
	T.S.5	The Forensic lab equipment meeting the required item requirements / specifications. Bidders Must provide brochure of the equipment proposed.		If the product meets all the required specifications – 50 marks If not – 0 marks	50
		<b>TOTAL</b>			<b>100</b>
	<p><b>Only bidders who score 75% and above will be subjected to financial evaluation. Those who score below 75% will be eliminated at this stage from the entire evaluation process and will not be considered further.</b></p> <p><b>Financial Evaluation</b></p> <p>The financial proposal of the bidder will be analyzed. The formulae for determining the Financial Score (Sf) shall be as follows:-<math>Sf = 100 \times \frac{Fm}{F}</math> where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P= the weight given to the Financial Proposal; <math>T + p = 1</math>) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows:-<math>S = St \times T \% + Sf \times P \%</math>. The firm achieving the highest combined technical and financial score will be considered for award of the contract.</p> <p><b>Weights</b></p> <p>The weights allocated to Technical and Financial evaluation are:</p> <p><b>Technical - .80</b> <b>Financial - .20</b></p>				
2.24	Particulars of post – qualification if applicable.				

	<b>EACC may inspect the premises and /or check the accuracy of any or all information provided by the bidder before awarding a contract.</b>
2.27.(b)	Award Criteria:  <b>Award will be made to the bidder with the highest combined scores per line item.</b>
Other's as necessary	Complete as necessary. <b>None</b>

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

### **3.1 Definitions**

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

- (a) "The Contract" means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) "The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) "The Procuring entity" means the organization purchasing the Goods under this Contract.
- (e) "The Tenderer" means the individual or firm supplying the Goods under this Contract.

### **3.2 Application**

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

### **3.3 Country of Origin**

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

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

### **3.4 Standards**

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

### **3.5 Use of Contract Documents and Information**

3.5.1 The tenderer shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

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

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

### **3.6 Patent Rights**

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

### **3.7 Performance Security**

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

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

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

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

### **3.8 Inspection and Tests**

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

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

subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

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

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

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

### 3.9 **Packing**

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

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

### 3.10 **Delivery and Documents**

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

### 3.11 **Insurance**

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

### 3.12 **Payment**

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

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

### **3.13 Prices**

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

3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

### **3.14 Assignment**

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

### **3.15 Subcontracts**

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

### **3.16 Termination for default**

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

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

(b) if the tenderer fails to perform any other obligation(s) under the Contract

(c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

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



### **3.17 Liquidated Damages**

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

### **3.18 Resolution of Disputes**

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

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

### **3.19 Language and Law**

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

### **3.20 Force Majeure**

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

**SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
- 4.2. Special conditions of contract as relates to the GCC

<b>REFERENCE OF GCC</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
3.7.1	<p><i>Indicate particulars of performance security</i></p> <p><b>10% of the tender sum in the following forms:</b>                      a bank guarantee;                      a letter of credit; or                      Guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.</p>
3.12.1	<p><i>Indicate terms of payment</i></p> <p><b>payments will be made within 30 days upon delivery of acceptable goods and submission of invoice.</b></p>
3.18.1	<p><i>Indicate resolutions of disputes</i></p> <p><b>Arbitration as provided in the laws of Kenya</b></p>

## **SECTION V - TECHNICAL SPECIFICATIONS**

### **5.1 General**

- 5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc. for the products they intend to supply
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers are requested to present information along with their offers as follows:
- (i) Shortest possible delivery period of each product
  - (ii) Information on proper representative and/or workshops for back-up service/repair and maintenance including their names and addresses.

## 5.2 PARTICULARS / SPECIFICATIONS

The bidder must attach the brochure for each item they are offering.

### FORENSIC LAB EQUIPMENT SPECIFICATIONS

#### A. DIGITAL FORENSICS EQUIPMENT

##### 1. Forensic Tower

Feature	Minimum requirements
Processor	Hex Core Processor, 3.3 GHz, 10MB Cache, 5 GT/s DMI
Memory	32 GB PC3-17000 DDR4 2133 MHz Memory expandable to 64 GB
Storage	1 x 512 GB Solid State SATA III Drive - OS Drive 1 x 512 GB Solid State SATA III Drive - Temp/Cache/DB Drive 1 x 2.0 TB 7200 RPM SATA III Hard Drive - Data Drive
Removable drive bays	4 x HotSwap Shock Mounted Universal (IDE/SATA compatible) Removable Hard Drive Bays
Floppy Drive	USB Floppy Drive
Network interface	2 RJ45 10GbE LAN Ports
Hardware write blocker	An integrated Write-Blocked Forensic Bridge, With USB 3.0, SATA, IDE, SAS, and FireWire Connections
Keyboard & Mouse	103 key Keyboard and Optical Mouse
Display	27" WideScreen LED Monitor, 163 DPI, Aspect Ratio 16:9, Resolution 3840 x 2160 @ 60 Hz, with Built-in Speakers and user controls
Others	Triple Burner (BluRay, DVD and CD), Audio x 1, Mic x 1 2 eSATA 6 Gb/s ports - ASMedia controller 16 USB 3.0/2.0 ports - 13 Back Mounted, 3 Front Mounted 1 Write Blocked USB 3.0/2.0 port - Front Mounted 2 FireWire IEEE 1394b (800 MB/s) ports - 1 Back Mounted, 1 Front Mounted(Write Blocked)
Operating System	Windows 7 Ultimate 64-bit
Toolbox	Adapters, Cables, Digital Camera, Security, Screwdriver Set and OEM Documents
Quantity	Four (4)

## 2. IP BOX

Feature	Minimum requirements
Features	Unlock iOS 8
Accessories	iPhone connection and Micro USB cables, necessary adapters, Power cables (50/60 Hz, 230 Volts), One year warranty, User's Manual (English)
Quantity	One (1)

## 3. XPIN Clip

Feature	Minimum requirements
Features	Unlock iOS 8.x, Android 6.x, Extension port for upgrades
Accessories	iPhone connection and Micro USB cables, Pattern and other adapters, Power cables (50/60 Hz, 230 Volts), One year warranty, User's Manual (English)
Quantity	One (1)

## B. DOCUMENT EXAMINATIONS EQUIPMENT

S/NO.	ITEM	QUANTITY	SPECIFICATION
1	ESDA Lite	1	<ul style="list-style-type: none"> <li>• Portable system for detecting indented writing on questioned document</li> <li>• Weight – 17.9kg (case, equipment and accessories)</li> <li>• Document examination bed - 358mmx230mm</li> <li>• Power input – 90 to 240 VAC,</li> <li>• Case dimensions – 500mm x 400mm x 320mm</li> <li>• Document humidifier</li> <li>• humidity meter</li> <li>• 1.5kg reel of imaging film</li> <li>• 50 sheets of self- adhesive</li> <li>• transparent fixing film (363 x 234mm)</li> <li>• 500g cascade developer,</li> <li>• 120g toner,</li> <li>• 5 TAD Toner applicator,</li> <li>• carrying case,</li> <li>• UPS (APC)</li> <li>• 2 years warranty by the supplier</li> <li>• Two (2) days user training.</li> </ul>

2	Pocket Projector	1	<ul style="list-style-type: none"> <li>• <b>Technology/ optical</b></li> <li>• Brightness - up to 55 lumens</li> <li>• Contrast ratio -1000:1 Display technology -WVGA 0,3" DLP</li> </ul> <p>Focus -manual  LED light source lasts over 30.000 hours  Light source -RGB LED  Native resolution -854 x 480 pixels  Screen distance -1.64ft - 16.4ft  Screen size (diagonal) -12" - 120"</p> <ul style="list-style-type: none"> <li>• <b>Relative humidity:</b> Operation15 ~ 85% RH</li> <li>• <b>Minimum PC configuration:</b> CPU: Intel Pentium M 2 GHz or AMD Athlon 2 GHz and above.</li> </ul> <p>OS -Windows XP Professional SP2 32bit,Windows Vista Home Premium 32bit  Windows 7 Home Premium 32bit  SDRAM -1GB DDR SDRAM  USB interface 2.0  Free HDD space 40MB</p> <ul style="list-style-type: none"> <li>• <b>Supported resolutions/ formats</b></li> </ul> <p>WXGA -1280 x 768 (60Hz)  XGA -1024 x 768 (60Hz)  SVGA -800 x 600 (60Hz)</p> <ul style="list-style-type: none"> <li>• <b>Connection</b>-Mini USB 2.0</li> <li>• <b>Power Supply</b>-USB powered</li> <li>• <b>Operating systems</b></li> </ul> <p>Windows XP (32bit, 64bit)  Windows Vista (32bit, 64bit)  Windows 7 (32bit, 64bit)</p> <ul style="list-style-type: none"> <li>• <b>Standard package includes</b></li> </ul> <p>Mini USB to USB Y-cable  User guide:  Available on internet  Quick start guide  Warranty card</p>
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			<p>Tripod adapter Carrying case</p>
3	Iris Pen 7 Executive	2	<p><b>Iris pen Executive 7 - text reader Media Handling</b></p> <ul style="list-style-type: none"> <li>Supported Document Type</li> </ul> <p>Plain paper, bulk objects (such as books)</p> <p><b>Miscellaneous</b></p> <ul style="list-style-type: none"> <li>Color Category -black</li> </ul> <p><b>Software / System Requirements</b></p> <ul style="list-style-type: none"> <li>Software Included</li> </ul> <p>Drivers &amp; utilities, IRIS Compressor Pro (30 days trial)</p> <p><b>System Requirements</b></p> <ul style="list-style-type: none"> <li>OS Required -Microsoft Windows 2000/XP/Vista/7/8</li> </ul> <p><b>Scanner</b></p> <ul style="list-style-type: none"> <li>Automatic Duplexing - none</li> <li>Type -text reader</li> <li>Interface Type -USB</li> <li>Form Factor -handheld</li> <li>Scan Mode -hand-held</li> <li>Supported Document Type -bulk objects (such as books)</li> <li>Scanner Features -Barcode Detection</li> </ul> <p><b>Interfaces</b></p> <ul style="list-style-type: none"> <li>Interface -USB</li> </ul> <p><b>Header</b></p> <ul style="list-style-type: none"> <li>Brand -IRIS</li> <li>Product Line-IRIS IRISPen</li> <li>Model -Executive 7</li> <li>Compatibility -PC</li> </ul>

			<p><b>Dimensions &amp; Weight</b></p> <ul style="list-style-type: none"> <li>• Depth -5.5 in</li> <li>• Width -1.4 in</li> <li>• Height -1 in</li> <li>• Weight -2.1 oz</li> </ul> <p><b>Software</b></p> <ul style="list-style-type: none"> <li>• Software Included</li> </ul> <p>drivers &amp; utilities</p> <p><b>System Requirements Details</b></p> <ul style="list-style-type: none"> <li>• Processor Type - Pentium</li> <li>• Min Hard Drive Space -180 MB</li> </ul> <p>User training on the Iris pen operations</p>
4	High Power 5X Page Magnifier	2	<ul style="list-style-type: none"> <li>• Floor-model, optical-quality magnifier</li> <li>• Feature an extra-large glass lens for clear viewing</li> <li>• 7"x7" page coverage</li> <li>• 5X magnification</li> <li>• 60 super – bright LEDs</li> <li>• Gooseneck stand</li> <li>• Adjustable height 34"-45"</li> <li>• Easy on/off switch</li> <li>• Weight 12.8 lbs</li> </ul>

## C. ICT EQUIPMENT

### 1. Computer Servers

Feature	Minimum requirements
Processors	The System should be configured with two (2) 64-bit 8-Core Intel Processors with Two (2) threads per Core.
Processor speed	Must support speeds of a minimum of 3.2GHz
Cache Memory	Shared 20MB L3 cache



<b>Feature</b>	<b>Minimum requirements</b>
Storage	Two (2) 1.2TB 6G SAS 10K rpm SFF (2.5-inch) Hot-Swappable HDD with integrated disk controller with RAID 1
Memory Capacity	1TB DDR4 RAM
Removable, Pluggable I/O	Slim line DVD+R/-W Four USB 3.0 Ports
Operating System	Windows Server 2008 R2 Standard with License
Virtualization	Virtualization Software with Virtual Machine Migration
Redundancy	Redundant (N+1) hot-swappable AC power supply units. Single Phase. Maximum Operating input power at 200V
	Redundant (N+1) hot swappable Fan Trays, with counter-rotating fans per module
Rack Units Dimensions	Maximum 4RU Form Factor
Network Connectivity	Two (2) 10Gb Ethernet Adapters with 2 Ports per controller
Warranty	1 year warranty with comprehensive support
Quantity	Two
	<b>Mounting Rack</b>
Mounting	One 42U Rack suitable for the proposed server systems, complete with Power Distribution Units (PDUs) and must meet the EIA-310-D standard
Power protection	5KV Uninterruptible Power Supply (UPS)
Quantity	Two (2)

## 2. Network Attached Storage (NAS)

<b>Feature</b>	<b>Minimum requirements</b>
Processor	Quad Core 3.3 GHz, 64-bit with Hardware Encryption Engine
Memory	32 GB DDR4 ECC, Expandable to 64 GB (16 GB X 4)
Storage	Internal Raw Capacity 100 TB expandable with Expansion Units Support a maximum Single Volume Size of over 100 TB Disk configuration must support RAID 0, RAID 1 and RAID 5 12 drive bay Hot swappable with Expansion Unit

<b>Feature</b>	<b>Minimum requirements</b>
	Compatible Drive Type 3.5" SATA III / SATA II HDD 2.5" SATA III / SATA II HDD 2.5" SATA III / SATA II SSD 3.5" SAS HDD 2.5" SAS HDD 2.5" SAS SSD
External ports	Two USB 3.0 port, Two expansion ports
File Systems	Supports Btrfs, EXT4, EXT3, FAT, NTFS, HFS+ file systems
Network	Two RJ-45 10GbE LAN Ports (with Link Aggregation / Failover support) Two PCIe x8 Slot for 10GbE / 1GbE Network Card Wake on LAN/WAN
Power	voltage: 220–240V AC,(50Hz to 60Hz), single phase
Accessories	UPS (Uninterruptible Power Supply) - Rack mounted UPS with 3000VA (Voltage-Amps), 50/60 Hz, 230 Volts
Warranty	Three (3) years
Quantity	Two (2)

### 3. Computer Laptops

<b>Feature</b>	<b>Minimum requirements</b>
Processor	Quad Core Processor, 3.3 GHz, 8MB Cache (Intel Core i7)
Memory	16 GB DDR4-2133
Storage	512GB SSD (Boot) 1TB 7200RPM SATA 6Gb/s (Storage)
Ports	RJ-45 Gigabit Ethernet IPv6, 3 USB 3.0,
Display	17" anti-glare LED-backlit (3840 x 2160)
Others	Integrated stereo speakers and microphone 720p HD webcam Long Life Battery (7 Hours)
Operating System	Windows 10 Pro 64
Quantity	Two (2)

### 4. Apple iMac Computer

<b>Feature</b>	<b>Minimum requirements</b>
Processor	4.0GHz quad-core Intel Core i7 processor (Turbo Boost up to 4.2GHz)
Memory	8GB (two 4GB) of 1867MHz DDR3 memory; four SO-DIMM slots, user accessible, Configurable to 16GB or 32GB
Storage	2TB Fusion Drive (internal storage)
Connectivity	RJ-45 Gigabit Ethernet IPv6, USB 3.0, Thunderbolt Port, Firewire, Bluetooth 4.0 wireless technology

Display	27-inch (diagonal) LED-backlit display, 5120x2880, contrast ratio 1200:1
Graphics	Graphics processor with 2GB of memory
Others	Stereo speakers, Dual microphones, Headphone port 720p HD camera
Power	voltage: 220–240V AC,(50Hz to 60Hz), single phase
Operating System	macOS Sierra
Quantity	One (1)

### 5. Apple MacBook Pro laptop

Feature	Minimum requirements
Processor	2.6GHz quad-core Intel Core i7 processor (Turbo Boost up to 3.8GHz) with 6MB shared L3 cache
Memory	16GB of 1600MHz DDR3L onboard memory
Storage	1TB PCIe-based flash storage (internal Storage)
Ports	RJ-45 Gigabit Ethernet IPv6, USB 3.0, Thunderbolt Port, HDMI, Firewire
Display	15" LED-backlit display, 2880x1800
Others	Stereo speakers, Dual microphones, Headphone port 720p HD camera Long Life Battery (7 Hours) Apple Thunderbolt to FireWire Adapter Apple Thunderbolt to Gigabit Ethernet
Operating System	macOS Sierra
Quantity	Two (2)

### 6. iPad Apple Air 2

Feature	Minimum requirements
Technical Specifications	<ul style="list-style-type: none"> <li>• Model – Wi Fi + Cellular</li> <li>• Capacity 128 GB</li> <li>• Size &amp; weight 9.4 x 6.6 inches, 0.98 pound (444g)</li> <li>• Connector – Lightning</li> <li>• In the box (ipad air2, lighting to USB cable &amp; USB power adapter)</li> <li>• Display (retina display, 9.7" LED black lit, Multi –Touch display with IPS technology, 2048 by 1536 pixel resolution at 264 PPI, fingerprint resistant oleophobic coating, full laminated display and antireflective coating)</li> <li>• Chip – A8X chip and M8 motion coprocessor</li> <li>• Camera - face time HD camera</li> <li>• SIM Card – Nano – SIM (Support Apple SIM)</li> <li>• Power &amp; Battery – Built –in 27.3 watt hour re- chargeable lithium polymer battery</li> </ul>

	<ul style="list-style-type: none"> <li>• Operating system – iOS 10 (airdrop, airplay, airprint, siri, control center, spotlight search, apple music and icloud)</li> <li>• Built –in Apps</li> <li>• System required – apple Id , Mac;OSX v10.8.5</li> <li>• Language</li> <li>• Mail attachment support – jpg, tiff, doc, adobe, pdf</li> </ul>
Quantity	Two (2)

### 7. Switch

Feature	Minimum requirements
Ports	48 fixed 10-Gbps BASE-T ports that can operate at 100 Mbps, 1 Gbps, or 10 Gbps speed
Bandwidth	2.4 Tbps
Latency	1 to 2 microseconds
Quantity	One (1)

### 8. Digital Camera

Feature	Minimum requirements
Resolution	30 Megapixels
Video	4K UHD
Sensor size	Full-frame
Others	Interchangeable lens 7 frames per second 3.0-inch touchscreen Built-in Wi-Fi and Bluetooth wireless connectivity
Quantity	Ten (10)

### 9. Color Document Scanner

Feature	Minimum requirements
Technical Specifications	<ul style="list-style-type: none"> <li>• Flatbed document scanner outputs a variety of scan sizes from 5.9"x5.9" to 8.5"x14"</li> <li>• 48-bit color with 1200x2400 dpi resolution produces detailed and vibrant images</li> <li>• Scanning speed of 20ppm for black and white and 12 ppm for color for enhanced productivity</li> <li>• Easy, one-button scan to PDF, email and other devices for fast document sharing</li> <li>• 40-page high – capacity automated document feeder for effortless hands free scanning</li> <li>• Measures 4.8"H X 18.5"W X 12.5"D</li> </ul>

	<ul style="list-style-type: none"> <li>• Light sources ready scan LED technology</li> <li>• 1 year warrant</li> </ul>
Quantity	One (1)

## 10. Photo scanner

Feature	Minimum requirements
Technical Specifications	<p><b>Scanner type</b>- Flatbed</p> <p><b>Scan technology</b> -Charge Coupled Device (CCD)</p> <p><b>Technologies</b>- Adaptive Lighting-improve contrast, Auto Red-eye Removal, dust and scratch removal capabilities, faded color restoration</p> <p><b>Transparent Materials Adapter</b>- Full bed TMA with templates: scan sixteen 35 mm slides, thirty 35 mm negative frames, 2 medium format frames, 4 x 5-in film.</p> <p><b>Preview Speed</b>- Up to 8.5 sec</p> <p><b>Task Speed</b>- 4 x 6-in (10 x 15 cm) color photo to file (200 dpi, 24-bit, tiff): about 11 sec for multiple image scan, about 30 sec for single image scan; 35 mm slides to file (300 dpi, 24-bit, tiff): about 11 sec for multiple image scan, about 32 sec for single image scan; 35 mm negatives to file (300 dpi, 24-bit, tiff): about 14 sec for multiple image scan, about 45 sec for single image scan OCR 8.5 x 11-in (A4) text page to Microsoft Word: about 25 sec for single image scan; 4 x 6-in (10 x 15 cm) color photo to share/e-mail (150 dpi, 24-bit): about 28 sec for single image scan; 8.5 x 11-in (A4) PDF to e-mail (300 dpi, 24-bit): about 60 sec for single image scan.</p> <p><b>Scan Input Modes</b>- Front-panel: Scan (reflective scans from the glass), Scan film, Copy, Scan to PDF; user application via TWAIN; transparent materials adapter (transmissive scans of film materials).</p> <p><b>Scan Resolution2 Hardware</b>:- Up to 4800 x 9600 dpi Optical: 4800 dpi Enhanced: Up to 999999 dpi . Color bit depth/Grayscale levels 96-bit/256. Image scaling or enlargement range - 10 to 2400% in 1% increments.</p> <p><b>Maximum document scan size</b>:- 8.5 x 12.3 in (216 x 311 mm).</p> <p><b>Media types</b> :- Paper (plain, inkjet, photo, banner), envelopes, labels, cards (index, greeting), 3-D objects, 35 mm slides and negatives (using transparent materials adapter), iron-on transfers.</p> <p><b>File formats</b>:- For images PDF, BMP, TIFF, TIFF compressed, PCX, JPEG, FlashPix (FPX), GIF, PNG; for text: HTML, TXT, Rich Text Format (RTF) For text and image pages: PDF, PDF (searchable), FlashPix, PNG image.</p> <p><b>Photographic Format Types</b>:- Reflective scan of printed photo up to 8.5 x 12.3 inches, transmissive scan of positive and negative film, 35 mm mounted slides, 35 mm negative film strips, medium format film (120 or 220 roll film), 4 x 5-in film.</p> <p><b>Connectivity</b> -Hi-Speed USB</p> <p><b>Power Specifications</b> :- 3 External power adapter, Universal AC adapter: 100 to 240 VAC, 50/60 Hz input; 24 VDC, 1500 mA, 36 watts output.</p>

	<p><b>Compatible operating system:-</b> Windows XP Home; Windows XP Professional; Windows XP Professional x64; Windows XP Media Center; Certified for Windows Vista(TM); Mac OS X v 10.3.9; Mac OS X v 10.4 or higher.</p> <p><b>Minimum system requirements:-</b> PC: For Windows XP, XP x64, 2000: 233 MHz processor, 128 MB RAM, 500 MB available hard disk space, USB port, CD-ROM drive, 800 x 600 SVGA monitor, 16-bit color, Microsoft Windows Internet Explorer 5.01 SP2 and later; Windows Vista, Vista x64: 800 MHz processor, 512 MB RAM, 450 MB available hard disk space, CD-ROM drive, 800 x 600 SVGA monitor, DirectX 9 capable graphics, Microsoft Windows Internet Explorer 7 Mac: Mac OS X v 10.3.9, v 10.4 and higher; PowerPC (G3, G4 and G5 processor), Intel Core processor; 128 MB RAM, [256 MB recommended (required for v 10.4 and higher), 250 MB available hard disk space.</p> <p><b>Warranty:-</b> One-year limited hardware warranty. USB cable, power supply adapter/power cord(s), CDs (include software and User's Guide), Setup and Support Guide.</p> <p><b>Service and Support Options:-</b> 1-year Post Warranty and Phone Support.</p>
Quantity	One (1)

## D. OFFICE EQUIPMENT

### 1. Fire & Burglary Proof Cabinet

Feature	Minimum requirements
Technical Specifications	<ul style="list-style-type: none"> <li>• 4-Drawer file Cabinet</li> <li>• Designed to withstand temperatures up to 1000 degree C.</li> <li>• Each drawer individually insulated.</li> <li>• Reinforced corners to withstand severe impact.</li> <li>• Heavily insulated 5-side enclosure protects to the contents inside.</li> <li>• High quality enamel paint coating, oven-baked under controlled conditions for a scratch resistant finish.</li> <li>• Double extension telescopic slides with heavy duty ball bearings for easy movement of the drawers.</li> <li>• State-of-the-art twelve-tank anti-corrosion treatment for all steel components.</li> <li>• Locking system</li> <li>• Emergency Latch – for closing the drawer in an emergency.</li> <li>• Standard Arrangement – Automatic locking mechanism controlled by a Godrej 6-lever high precision dual control lock fitted on the topmost drawer, allowing individual drawers to be opened while the rest are</li> </ul>

	<p>locked. This dual lock can be provided on any or all of the drawers, if required.</p> <ul style="list-style-type: none"> <li>• Optionally, also available with a 3-wheel combination lock, having nearly one million combinations.</li> <li>• Drawer isolation catch that allows one or more drawers to remain unlocked while others are locked.</li> <li>• Overall Cabinet Dimensions:-Height-1600mm, Width-522mm, Depth-805mm</li> <li>• Weight-470kg</li> <li>• Drawer Dimensions:-Height-280mm, Width-388mm, Depth-635mm</li> <li>• User training on cabinet operations</li> </ul>
Quantity	Two (2)

## 2. Desk lamp

Feature	Minimum requirements
Technical Specifications	<p><b>Wattage:-</b> 9 Watt Low Power and High Performance</p> <p><b>Typical Lumens:-</b> 360 Lumens</p> <p><b>Beam:-</b> 95°</p> <p><b>Input Power:-</b> 120-240V</p> <p><b>Operating Frequency:-</b> 50-60 HZ</p> <p><b>Average Rated Lifetime:</b> 25,000 hours</p> <p><b>CRI :-</b> 84</p> <p><b>CCT:-</b> 5340K</p> <p><b>Lamp Dimension:-</b> Lx W= 17.5''x12.6''</p>
Quantity	Three (3)

## SECTION VI - SCHEDULE OF REQUIREMENTS

	Number	Description	Estimated Quantity required for the contracted period	Delivery schedule (shipment) In Weeks/months from
<b>A.</b>	<b>Digital Forensic Equipment</b>			
	1.	Forensic Tower	4 No.	
	2.	IP Box	1 No.	
	3.	Xpin Clip	1 No.	
<b>B.</b>	<b>Document Examination Equipment</b>			
	1.	ESDA Lite	1 No.	
	2.	Pocket projector	1 No.	
	3.	Iris Pen 7 Executive	2 No.	
	4.	High Power 5X page magnifier	2 No.	
<b>C.</b>	<b>ICT Equipment</b>			
	1.	<ul style="list-style-type: none"> <li>• Computer servers</li> </ul>	2 No.	
		<ul style="list-style-type: none"> <li>• Mounting Rack</li> </ul>	2 No.	
	2.	Network Attached Storage (NAS)	2 No.	
	3.	Computer Laptops	2 No.	
	4.	Apple imac Computer	1 No.	
	5.	Apple MacBook Pro Laptop	2 No.	
	6.	iPAD Apple Air 2	2 No.	
	7.	Switch	1 No.	
	8.	Digital Camera	10 No.	
	9.	Color Document Scanner	1 No.	
	10.	Photo Scanner	1 No.	
<b>D.</b>	<b>Office Equipment</b>			
	1.	Fire & Burglary Proof Cabinet	2 No.	
	2.	Desk Lamp	3 No.	



**SECTION VII - PRICE SCHEDULE FOR GOODS**

Name of tenderer \_\_\_\_\_ Tender Number \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

1	2	3	4	5	6	7	
No.	Description	Country of origin	Brand to be supplied	Estimated Quantity required for the contracted period	Unit price	Total Price EXW per item (cols. 4x5)	Unit price of other incidental services payable
<b>Digital Forensic Equipment</b>							
1.	Forensic Tower	4 No.					
2.	IP Box	1 No.					
3.	Xpin Clip	1 No.					
<b>Document Examination Equipment</b>							
1.	ESDA Lite	1 No.					
2.	Pocket projector	1 No.					
3.	Iris Pen 7 Executive	2 No.					
4.	High Power 5X page magnifier	2 No.					
<b>ICT Equipment</b>							
1.	Computer servers	2 No.					
	Mounting Rack	2 No.					
2.	Network Attached Storage (NAS)	2 No.					
3.	Computer Laptops	2 No.					
4.	Apple imac Computer	1 No.					
5.	Apple MacBook Pro Laptop	2 No.					
6.	iPAD Apple Air 2	2 No.					
7.	Switch	1 No.					
8.	Digital Camera	10 No.					
9.	Color Document Scanner	1 No.					
10.	Photo Scanner	1 No.					
<b>Office Equipment</b>							
1.	Fire & Burglary Proof Cabinet	2 No.					
2.	Desk Lamp	3 No.					

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

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

## **SECTION VIII - STANDARD FORMS**

### **Notes on the sample Forms**

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

**FORM OF TENDER**

Date \_\_\_\_\_

**TENDER NO. EACC /23/2016-2017**

To: **THE SECRETARY/CEO  
Ethics and Anti-Corruption Commission,  
P. O. Box 61130 - 00200  
NAIROBI**

Gentlemen and/or Ladies:

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

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

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

4. We agree to a bid by this Tender for a period of ..... *[Number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

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

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

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

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

8.2 **CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

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

*Part 1 – General:*

Business Name  
 .....  
 Location of business premises.  
 .....  
 Plot No..... Street/Road  
 .....  
 Postal Address ..... Tel No. .... Fax ..... E  
 mail .....

Nature of Business  
 .....  
 Registration Certificate No.  
 .....  
 Maximum value of business which you can handle at any one time – Kes.  
 Name of your bankers ..... Branch  
 .....

	<p style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your name in full ..... Age          .....          Nationality ..... Country of origin          .....          • Citizenship details          .....          .....</p>																		
	<p style="text-align: center;">Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="width: 30%;"></th> <th style="width: 30%;">Name</th> <th style="width: 30%;">Nationality</th> </tr> <tr> <th></th> <th>Citizenship Details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality		Citizenship Details	Shares	1.	.....	.....	2.	.....	.....	3.	.....	.....	4.	.....	.....
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	Citizenship Details	Shares																	
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4.	.....	.....																	
	<p style="text-align: center;">Part 2 (c) – Registered Company</p> <p>Private or Public          .....</p>																		

	<p>State the nominal and issued capital of company-</p> <p style="padding-left: 40px;">Nominal Kes.</p> <p style="padding-left: 40px;">Issued Kes.</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border: none;"> <thead> <tr> <th style="width: 30%;"></th> <th style="width: 30%; text-align: center;">Name</th> <th style="width: 30%; text-align: center;">Nationality</th> </tr> <tr> <th style="text-align: left;">Citizenship Details</th> <th style="text-align: center;">Shares</th> <th></th> </tr> </thead> <tbody> <tr> <td>1.....</td> <td></td> <td></td> </tr> <tr> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> </tr> <tr> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> </tr> <tr> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td></td> <td></td> </tr> <tr> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>5</td> <td></td> <td></td> </tr> <tr> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>.....</td> <td></td> <td></td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares		1.....			.....			2.			.....			.....			3.			.....			.....			4.			.....			.....			5			.....			.....		
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- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

**8.3 TENDER-SECURING DECLARATION FORM**

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

Date: .....**[insert date (as day, month and year) of Bid Submission]** **TENDER NO. EACC /23/2016-2017**

To: **THE SECRETARY/CEO,  
The Ethics and Anti-Corruption Commission  
P. O. Box 58535 - 00200  
NAIROBI]**

We, the undersigned, declare that:

1 We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

2 We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we –

- (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,
  - (I) fail or refuse to execute the Contract, if required, or
  - (ii) Fail or refuse to furnish the Performance Security, in accordance with the ITT.

3 We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of

- (I) our receipt of a copy of your notification of the name of the successful Bidder; or
- (ii) twenty-eight days after the expiration of our Tender.

4 We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

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

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

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

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

**8.4 CONTRACT FORM**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ between ..... [*name of Procurement entity*] of ..... [*Country of Procurement entity*] (Hereinafter called “the Procuring entity) of the one part and ..... [*Name of tenderer*] of ..... [*City and country of tenderer*] (Hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for certain goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of ..... [*Contract price in words and figures*] (Hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

- (a) The Tender Form and the Price Schedule submitted by the tenderer
- (b) The Schedule of Requirements
- (c) The Technical Specifications
- (d) The General Conditions of Contract
- (e) The Special Conditions of contract; and
- (f) The Procuring entity’s Notification of Award

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity

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

*(Amend accordingly if provided by Insurance Company)*

**8.5 PERFORMANCE SECURITY FORM**

To .....  
[Name of procuring entity]

WHEREAS ..... [Name of tenderer] (Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. \_\_\_\_\_  
\_\_\_\_\_ [Reference number of the contract] dated \_\_\_\_\_ 20 \_\_\_\_\_  
to supply ..... [Description of goods]  
(Hereinafter called “the Contract”).

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signed and seal of the Guarantors

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

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

\_\_\_\_\_  
[Date]



8.6 **BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

To .....  
[Name of procuring entity]

[Name of tender] .....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, ..... [Name and address of tenderer](hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of ..... [Amount of guarantee in figures and words].

We, the ..... [bank or financial institutions], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding ..... [Amount of guarantee in figures and words]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until ..... [Date].

Yours truly,

Signature and seal of the Guarantors

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

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

\_\_\_\_\_  
[Date]

**8.7 MANUFACTURER’S AUTHORIZATION FORM**

To [name of the Procuring entity] .....

WHEREAS ..... [Name of the manufacturer] who are established and reputable manufacturers of ..... [Name and/or description of the goods] having factories at ..... [Address of factory] do hereby authorize ..... [Name and address of Agent] to submit a tender, and subsequently negotiate and sign the Contract with you against **TENDER NO. EACC /23/2016-2017** for the above goods manufactured by us.

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

---

[Signature for and on behalf of manufacturer]

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

**8.8 LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: **TENDER NO. EACC /23/2016-2017**

Tender Name \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

*(FULL PARTICULARS)* \_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**8.9 FORM RB 1**

**REPUBLIC OF KENYA**  
**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

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

**REQUEST FOR REVIEW**

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

- 1.
  - 2.
- Etc.

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

- 1.
  - 2.
- Etc

SIGNED ..... (Applicant)

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

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**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day of .....20.....

SIGNED  
Board Secretary

**SELF-DECLARATION FORM**

**ANTI-CORRUPTION DECLARATION**

We (*insert the name of the company / supplier*)-----  
declares and guarantees that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply —

- a) The person shall be disqualified from entering into a contract for the procurement; or
- b) If a contract has already been entered into with the person, the contract shall be voidable at the option of EACC.
- c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy That EACC may have.

Name .....Signature.....Date .....

Company Seal / Business Stamp

**ANTI-FRAUDULENT PRACTICE DECLARATION**

We (*insert the name of the company / supplier*) -----  
--declares and guarantees that no person in our organization has or will be involved in a fraudulent practice in any procurement proceeding.

Name .....Signature.....Date .....

Company Seal / Business Stamp

**NON - DEBARMENT DECLARATION**

We (*insert the name of the company / supplier*) -----  
--declares and guarantees that no director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

Name .....Signature.....Date .....

Company Seal / Business Stamp