



**OPEN TENDER DOCUMENT FOR THE SUPPLY OF SERVER
HARDWARE AND RELATED ACCESORIES**

TENDER NO. - NGOB/T009/2015 – 2016

NGOs CO-ORDINATION BOARD

P.O BOX 44617 – 00100

NAIROBI

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DATE: 18TH NOVEMBER, 2015

RECEIPT NO. _____

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SECTION I INVITATION TO TENDER

Date: 18th November, 2015

Re: TENDER NO. NGOB/T009/2015-2016 SUPPLY AND DELIVERY OF SERVER HARDWARE AND RELATED ACCESORIES

The NGOs Board invites sealed bids from eligible candidates for supply and delivery of server hardware and its related accessories.

A complete set of tender documents may be obtained by interested candidates from the cash office situated at Co-operative Bank House 15th floor during normal working hours upon payment of a non - refundable fee of Kes. 1,000.00 by either direct deposit to account no. **01136030582102** or Bankers Cheque payable to the NGOs Co-ordination Board The document may also be *downloaded from the NGOs Co-rdination website* www.ngobureau.or.ke or ifmis@treasury.go.ke free of charge. Bidders who download the tender document must arrange to register with NGOs Board the company name, postal and physical, and email and telephone address for the purposes of receiving any further tender clarifications and/or addendums if need be.

Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and should remain valid for ninety (90) days after date of tender opening.

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the tender box provided at the NGOs Boards offices situated in 15th floor of Co-operative Bank House, Nairobi or be addressed to:

**NGOs CO-ORDINATION BOARD
P.O BOX 44617 – 00100
NAIROBI**

So as to be received on or before **3rd December, 2015 at 11.00 a.m.**

Tenders must be accompanied by a tender Security /declaration form attached. Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at the Board Room, 15th floor of Co-operative Bank House.

SIGNED:

**MAHAMMED FAZUL
EXECUTIVE DIRECTOR
NGOs CO-ORDINATION BOARD**

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 NGOs Board'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 NGOs Board 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 NGOs Board, 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 NGOs Board in writing or by post at the entity's address indicated in the Invitation to Tender. The NGOs Board 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 NGOs Board. 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 NGOs Board 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 NGOs Board, 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 NGOs Board, 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 NGOs Board, 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 90 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 NGOs Board'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 NGOs Board'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 NGOs Board; and
- (c) A clause-by-clause commentary on the NGOs Board'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 2 per cent of the tender price.

2.14.3 The tender security is required to protect the NGOs Board 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 NGOs Board 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 NGOs Board 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 NGOs Board.

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 NGOs Board 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 NGOs Board, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the NGOs Board as non-responsive.
- 2.15.2 In exceptional circumstances, the NGOs Board 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 NGOs Board 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 NGOs Board 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," (**3rd December, 2015 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 NGOs Board 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 NGOs Board at the address specified under paragraph 2.17.2 no later than (**3rd December, 2015 at 11.00 a.m.**).

2.18.2 The NGOs Board 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 NGOs Board 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 NGOs Board 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 NGOs Board 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 NGOs Board 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 NGOs Board will open all tenders in the presence of tenderers' representatives who choose to attend, at **(11:00 a.m 3rd December, 2015)** 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 NGOs Board, at its discretion, may consider appropriate, will be announced at the opening.

2.20.1 The NGOs Board 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 NGOs Board 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 NGOs Board in the NGOs Board'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 NGOs Board 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 NGOs Board 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 NGOs Board 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 NGOs Board'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 NGOs Board 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 NGOs Board 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 NGOs Board 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 NGOs Board

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

2.27.2 Any effort by a tenderer to influence the NGOs Board 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

2.27.3 In the absence of pre-qualification, the NGOs Board 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.

2.27.4 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 NGOs Board deems necessary and appropriate.

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

(b) Award Criteria

2.27.6 The NGOs Board 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) NGOs Board's Right to Vary quantities

2.27.7 The NGOs Board 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) NGOs Board's Right to accept or Reject any or All Tenders

2.27.8 The NGOs Board 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 NGOs Board's action

2.28 Notification of Award

2.28.1 Prior to the expiration of the period of tender validity, the NGOs Board 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 NGOs Board 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 NGOs Board notifies the successful tenderer that its tender has been accepted, the NGOs Board 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 14 days from the date of notification of contract award unless there is an administrative review request.
- 2.29.1 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the NGOs Board.

2.30 Performance Security

- 2.30.1 Within fourteen (14) days of the receipt of notification of award from the NGOs Board, 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 NGOs Board.
- 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 NGOs Board 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 NGOs Board 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 NGOs Board, 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 NGOs Board of the benefits of free and open competition;
- 2.31.2 The NGOs Board 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: As per the evaluation criteria																
2.2.2	Price to be charged for tender documents. Kes. 1,000																
2.10	Particulars of other currencies allowed. None																
2.11	Particulars of eligibility and qualifications documents of evidence required. Copies of all the documents requested in the evaluation criteria																
2.12.2	Particulars of tender security if applicable. Ksh. 2% of the bid price From either of the following:- (a) cash; (b) a bank guarantee; (c) such insurance company guarantee as may be approved by the PPOA; (d) a letter of credit; or (e) guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.																
2.13	Validity of Tenders: Tenders Shall remain valid for 90 days																
2.16.3	Bulky tenders which do not fit in the tender box shall be delivered to the Executive Director's office 15 th floor of Co-operative Bank House.																
2.22	<p>Evaluation Criteria</p> <p>The following requirements must be met by the tenderer not withstanding other requirements in the tender documents:-</p> <p>a) Mandatory Requirements (MR)</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> </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	
No.	Requirements	Responsive or Not Responsive															
MR1	Must Submit a copy of certificate of Registration/Incorporation																
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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 Kes. 2% of the bid price	
	MR6	Must submit a dully filled up self-declaration form in format provided	
	MR7	Must submit a dully filled up Confidential Business Questionnaire in the format provided	
	MR8	The Tenders Shall remain valid for 90 days from the date of tender opening	
<p><u>Technical Mandatory requirements</u></p> <ul style="list-style-type: none"> • Warranty and Support: Original 3/3/3 year’s comprehensive cover • Valid Manufacturer Authorization Certificate • Original graphical product catalogue and highlighted specifications sheet clearly showing all the physical details. <p>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.</p>			
<p>b) Technical Scores (T.S.)</p> <p>This section (Technical Evaluation) will carry a total of 85% of the whole evaluation</p>			
<p>Only bidders who score 85% and above will be subjected to financial evaluation. Those who score below 85% will be eliminated at this stage from the entire evaluation process and will not be considered further.</p>			
2.24	<p>Particulars of post – qualification if applicable.</p> <p>The NGOs Board may inspect the premises and /or check the accuracy of any or all information provided by the bidder before awarding a contract.</p>		
2.27.(b)	<p>Award Criteria:</p> <p>Award will be made to the lowest evaluated bidder for the server and its related accessories.</p>		
Other’s as necessary	<p>Complete as necessary. None</p>		

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 NGOs Board 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 NGOs Board under the Contract.
- (d) “The NGOs Board” 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 NGOs Board 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 NGOs Board’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the NGOs Board 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 NGOs Board'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 NGOs Board and shall be returned (all copies) to the NGOs Board on completion of the Tenderer's performance under the Contract if so required by the NGOs Board

3.6 **Patent Rights**

- 3.6.1 The tenderer shall indemnify the NGOs Board 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 NGOs Board'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 NGOs Board 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 NGOs Board 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 NGOs Board 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 NGOs Board, in the form provided in the tender documents.
- 3.7.4 The performance security will be discharged by the NGOs Board 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 NGOs Board or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The NGOs Board 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 NGOs Board.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the NGOs Board 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 NGOs Board.

3.8.4 The NGOs Board'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 NGOs Board 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 NGOs Board 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 NGOs Board 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.

3.31.2 3.31.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

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

3.31.4 Price variation request shall be processed by the NGOs Board 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 NGOs Board's prior written consent

3.15 **Subcontracts**

3.15.1 The tenderer shall notify the NGOs Board 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 NGOs Board 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

3.15 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 NGOs Board if the tenderer fails to perform any other obligation(s) under the Contract

3.17 If the tenderer, in the judgment of the NGOs Board has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.1 In the event the NGOs Board 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 NGOs Board 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 NGOs Board 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 NGOs Board 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 it's 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.
42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	<p><i>Indicate particulars of performance security</i></p> <p><i>10% of the tender sum for a period of 6 months</i></p> <p><i>From the following forms</i> cash; a bank guarantee; such insurance company guarantee as may be approved by the PPOA; 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><i>payments will be made within 30 days upon delivery of acceptable goods and commissioning of the works.</i></p>
3.18.1	<p><i>Indicate resolutions of disputes</i></p> <p><i>Arbitration as provided in the laws of Kenya</i></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 NGOs Board 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 for the Server and the Related Accessories
/Services/Evaluation Criteria**

No.	MINIMUM TECHNICAL REQUIREMENTS		WEIGHT VALUE
1	Form Factor	Rack Server 2U Form factor Fully configured rack rails slide ready with cable management Arm	Max=3 Min=2
2	Processor	Intel® Xeon® processor E5-2600 v3 up to 3.5Ghz, 8 Core (with 2 nos. of Processor) Intel C platform six hundred and twelve series chipset	Max =8 Min =7
3	Cache	2.5MB per core; core options: 4, 6, 8, 10, 12, 14, 16, 18 (20Mb)	Max =8 Min =7
4	Memory	Up to 24 DIMMs of high capacity DDR4 memory - 4GB/8GB/16GB/32GB DDR4 up to 2133MT/s, <i>Installed 192GB-384GB</i>	Max =8 Min =7
5	I/O Slots	Up to 7 x PCIe 3.0 plus dedicated raid slot	Max=4 Min=3
6	Internal Storage	HDD: SAS, SATA, near line SAS SSD: SAS, SATA16 x 2.5” – up to 29TB via 1.8TB hot-plug SAS 15k Hard drives – <i>Installed 1.8TB</i>	Max =8 Min =7
7	Drive bays	Internal hard drive bay and hot-plug backplane: Up to 16 x 2.5” HDD: SAS, SATA, near line SAS SSD: SAS, SATA; Up to 8 x 3.5” HDD: SAS, SATA, near line SAS SSD: SAS, SATA	Max=4 Min=3
8	Redundancy and Storage controllers;	Integrated on system board and should support high performance, reliability and redundancy (RAID controller configured)	Max=5 Min=4
9	Network Interface Cards	Should help improve efficiency and bring the speed of full line-rate network performance; leverage stateless offload such as TCP/IP checksum, TCP segmentation offload (TSO), receive side scaling (RSS), large send offload (LSO) and others to help provide maximum flexibility and optimized performance. In addition, NIC cards should support 16Gbps per port maximum throughput for high bandwidth storage (SAN) traffic. In addition achieving dual-port, line-rate, Minimum 8 GbE Fiber Channel throughput—at extremely low CPU usage with full hardware offloads. Network performance should be able to eliminate potential I/O bottlenecks. In addition, support for powerful virtualization features makes this adapter ideal for virtualized environments that need excellent I/O performance to service growing numbers of virtual machines (VMs).	Max=7 Min=6

10	Power Supply	Minimum platinum high efficient dual hot plug redundant power supply (1+1) 900W-1300W, 240v Auto-ranging power supplies	Max=7 Min=6
11	Basic Input devices	Internal DVD + RW, USB keyboard, USB Optical Mouse, USB 2.0 & USB 3.0, mini USB, Serial port, VGA	Max=2 Min=1
12	Operating System	Volume Licensing-Windows Server 2012 R2 Datacenter, 5-five No., with the appropriate Cal license(s) and support for Virtualization technology.	Max=3 Min=3
13	Remote Management	Integrated Remote Access Controller with life Cycle Controller	Max=2 Min=2
14	Deployment and Commissioning	Set up, installation, configuration and optimization for maximum performance. Commissioning, integration with existing systems and data transfer. The set ups, (re)installation, configuration, integration and data transfers will involve three (3) physical servers (two existing physical servers configured with several virtual machines and the proposed new server)	Max=10 Min=8
15	Security	Power-on password, administrator's password, two Trusted Platform Modules (TPMs): on the IMM2 (TPM 1.2) and on the host (TPM 1.2/2.0). Lockable front bezel.	Max=2 Min=1
16	Systems management	Automatic Server Restart, Tools Center Integrated Management Module II (IMM2.1) based on Renesas SH7758, Predictive Failure Analysis, light path diagnostics, Administrator. Integrated Management Module Advanced Unified Extensible Firmware Interface	Max=3 Min=2
17	Availability	ECC memory, hot-plug hard drives, hot-plug redundant cooling, hot-plug redundant power, internal dual SD module, single device data correction (SDDC), spare rank, tool-less chassis, support for high availability clustering and virtualization, proactive systems management alerts	Max=3 Min=2
18	Project Experience	Proof of Supply, Installation and Commissioning (of the proposed model, or equivalent) with deployment experience of not less than (2) two sites in the last three (3) years, including proof of support and after sales service with a minimum of two (2) similar or equivalent sites in the last 3 years. Provide site contacts of Key personnel and certified copies of customer acceptance report. Detailed Post implementation support plan with options of annual renewal	Max=13 Min=12
Maximum			100

Appendix

EVALUATION CRITERIA

The bid evaluation will take into account technical factors in addition to cost factors. The weight for financial evaluation is 15% while the Weight for technical evaluation is 85%. *Bidders must conform to the specific Technical Requirements.*

The evaluation of the responsive bids will take into account technical factors, demonstration of post supply support abilities by bidders in addition to financial factors.

Evaluation Check List

(a) Technical Evaluation that will be scored against bidders responses and test results of the bids submitted by the bidders will be scored 100 marks based on the following criteria:

- i. Adherence to Technical Requirements
- ii. Compliance with applicable ISO standards

To qualify for financial evaluation, a bidder/ Tenderer must score a minimum of 83 out of 100 marks.

(b) Financial Evaluation

An Evaluated Bid Score (B) will be calculated for each responsive bid using the following formula, which permits a comprehensive assessment of the bid price and the technical merits of each bid:

$$\text{where: } B = \left\{ \frac{C^{low}}{C} \right\} * 15 + \left\{ \frac{T}{T^{high}} \right\} * 85$$

C = Evaluated Bid Price

C^{low} = Lowest of all Evaluated Bid Prices among responsive bids

T = Evaluated Technical Score awarded to the bid

T^{high} = Technical Score achieved by the bid that was scored highest among all responsive bids

The bid with the highest Evaluated Bid Score (B) among responsive bids shall be termed the Lowest Evaluated Bid and is eligible for Contract award. This is subject to fulfillment of all terms and conditions spelt out herein and other applicable Laws of the republic of Kenya.

The Client may need to visit the winning bidder's business premises among other things to inspect and confirm the physical location, bidder capabilities and compliance status before awarding the tender.

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 NGOs Board.
6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the NGOs Board, 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. NGOB/T009/2016 – 2018

To: **The Executive director
NGOs Co-ordination Board
P. O. Box 44617 - 00100
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(*NGOs Board*).

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

Part 2 (a) – Sole Proprietor			
Your name in full		Age	
Nationality		Country of origin	
<ul style="list-style-type: none"> • Citizenship details • 			
Part 2 (b) Partnership			
Given details of partners as follows:			
Name	Shares	Nationality	Citizenship
Details			
1.	.....	.....	.....
2.	.....	.....	.....
3.	.....	.....	.....
4.	.....	.....	.....

	Part 2 (c) – Registered Company																												
	<p>Private or Public </p> <p>State the nominal and issued capital of company- Nominal Kes. Issued Kes.</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td>Shares</td> <td></td> <td></td> <td></td> </tr> <tr> <td>1.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>5</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares				1.....				2.				3.				4.				5			
	Name	Nationality	Citizenship Details																										
Shares																													
1.....																													
2.																													
3.																													
4.																													
5																													
	<p>Date Signature of Candidate </p>																												

- 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] NGOB/T009/2015 – 2016**

**The Executive director
NGOs Co-ordination Board
P. O. Box 44617 - 00100
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 NGOs Board) of the one part and [*Name of tenderer*] of [*City and country of tenderer*] (Hereinafter called “the tenderer”) of the other part;

WHEREAS the NGOs Board 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 NGOs Board’s Notification of Award
3. In consideration of the payments to be made by the NGOs Board to the tenderer as hereinafter mentioned, the tender hereby covenants with the NGOs Board to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The NGOs Board 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 NGOs Board

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 NGOs Board]

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 NGOs Board]

[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 NGOs Board 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 NGOs Board 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 NGOs Board 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 NGOs Board]*

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.NGOB/T009/2015/2016** 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 NGOs Board

To: _____

RE: TENDER NO. NGOB/T009/2015/2016

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 (*NGOs Board*)

Request for review of the decision of the..... (*Name of the NGOs Board*) of
.....dated the...day of20.....in the matter of Tender
No.....of20...

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...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
..... day of20.....

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 NGOs Board.
- c) The voiding of a contract by the NGOs Board under subsection (b) does not limit any other legal remedy That NGOs Board may have.

NameSignature.....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.

NameSignature.....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.

NameSignature.....Date

Company Seal / Business Stamp