



KAIMOSI FRIENDS UNIVERSITY COLLEGE

(A Constituent College of Masinde Muliro University of Science and Technology)

P. O. Box 385 – 50309

KAIMOSI

Website: www.kafuco.ac.ke

Tender Document

For

SUPPLY AND DELIVERY OF COMPUTERS

RESTRICTED TENDER NO: KAFUCO/ICT/06/2019-2020

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SECTION I

INVITATION TO TENDER

TENDER NO. KAFUCO/ICT/TO6/2019-2020 – SUPPLY AND DELIVERY OF COMPUTERS

KAFUCO invites sealed bids from eligible suppliers for supply and delivery of computers.

NOTE: The tender is restricted (Only prequalified suppliers by KAFUCO are eligible to bid)

Interested and eligible candidates may view / obtain the tender document by downloading it from the website: www.kafuco.ac.ke or the Public Procurement information Portal (PIIP) website: www.tenders.go.ke. All Clarifications and/or addendums will be posted on the KAFUCO and PIIP websites. Any request for clarifications must be made in writing.

Prices quoted for the above tender shall be net inclusive of all taxes, and delivery costs, must be expressed in Kenya Shillings and shall remain valid for one hundred and twenty (120) days from the closing date of the tender. The tender must be accompanied by a tender security of **Kshs.100, 000.00** and in the form of a guarantee from a reputable bank or institution approved by the Public Procurement Regulatory Authority payable to Kaimosi Friends University College in the format provided in the tender document.

Completed tender documents are to be enclosed in plain sealed envelopes, clearly marked with the tender number and name and deposited in the Tender Box provided at the Principal's Office and addressed to:

**THE PRINCIPAL
KAIMOSI FRIENDS UNIVERSITY COLLEGE
P.O BOX 385-50309 KAIMOSI, KENYA**

To be received on or before **9TH September, 2019 at 12.00 NOON.**

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

SECTION II - INSTRUCTIONS TO TENDERERS

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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 VII.

2.1.2 KAFUCO'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 KAFUCO 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 KAFUCO, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2 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) Bank Guarantee for Advance Payment Form
- (x) Confidential Business Questionnaire
- (xi) Ethics & Integrity Pact

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 KAFUCO 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 KAFUCO. 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 KAFUCO 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, KAFUCO, 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, KAFUCO, 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 KAFUCO, 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 120 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 KAFUCO'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 KAFUCO'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 KAFUCO; and
- (c) a clause-by-clause commentary on the Judiciary'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 **Ksh. 100,000.00** in the form of a guarantee from a reputable bank or insurance company.

2.14.3 The tender security is required to protect KAFUCO 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 KAFUCO 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 KAFUCO 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 as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by KAFUCO.

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 KAFUCO 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 **120 days** or as specified in the Invitation to tender after the date of tender opening prescribed by KAFUCO, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by KAFUCO as nonresponsive.

2.15.2 In exceptional circumstances, KAFUCO 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 tenderer 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 KAFUCO 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 9Th September, 2019 at 12.00 NOON.**”

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, KAFUCO 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 KAFUCO at the address specified under paragraph 2.17.2 no later than 31st October, 2019 at 12.00 NOON.

2.18.2 KAFUCO 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 KAFUCO 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 KAFUCO prior to the deadline prescribed for submission of tenders. Bulky tenders which do not fit in the tender box shall be delivered to procurement office of KAFUCO and ensure its registered.

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 no later than the deadline for submission of tenders.

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph

2.14.7

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

2.19.6 KAFUCO 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 KAFUCO will open all tenders in the presence of tenderers' representatives who choose to attend, on **9TH September, 2019 at 12.00 NOON** and in the location specified in the Invitation to Tender.

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

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

2.20.3 KAFUCO 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 KAFUCO may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

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

2.22 Preliminary Examination

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

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and 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

2.22.3 KAFUCO 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.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.24 KAFUCO 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. KAFUCO's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by KAFUCO 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, KAFUCO 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 KAFUCO will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22. Evaluation shall be done strictly in compliance to the specifications of the booklet given under the technical specifications.

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

2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be 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 KAFUCO

2.26.1 Subject to paragraph 2.21 no tenderer shall contact KAFUCO 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 KAFUCO 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, KAFUCO 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 consider the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as KAFUCO 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 KAFUCO 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 KAFUCO 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 responsive evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) KAFUCO's has the right to vary quantities

2.27.5 KAFUCO 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) KAFUCO's has the right to accept or reject any or all Tenders

2.27.6 KAFUCO 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 KAFUCO's action

2.28 Notification of Award

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

2.28.2 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.

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, KAFUCO 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 KAFUCO notifies the successful tenderer that its tender has been accepted, KAFUCO will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

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

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

2.30 Performance Security (10% of contract sum)

2.30.1 Within Thirty (30) days of the receipt of notification of award from KAFUCO, 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 KAFUCO.

2.30.2 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 KAFUCO may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

2.31.1 KAFUCO 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 KAFUCO, 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 KAFUCO of the benefits of free and open competition;

2.31.2 KAFUCO 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 tenderers: Restricted Tender
2.2.2	Price to be charged for tender documents. To be Downloaded free of Charge
2.10	Particulars of other currencies allowed is Kenyan Shillings.
2.14.2	Particulars of tender security: 2% of tender sum
2.12.4	Form of Tender Security: The tender security shall be 2% in the form of a bank guarantee, a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by an insurance company as per list given by PPRA in the form provided in the tender documents or in another form acceptable to KAFUCO and valid for thirty (30) days beyond the validity of the tender.
2.15.1	Validity of Tenders: Tenders Shall remain valid for 120days after date of tender opening.
2.16.3	Bulky tenders which do not fit in the tender box shall be delivered to the procurement officer at KAFUCO

2.22	<p>Evaluation and Comparison of Tenders</p> <p>The tenders will be technically evaluated and marks awarded as stipulated in SECTION VI TECHNICAL EVALUATION RESPONSE FORM.</p> <p>THE MINIMUM TECHNICAL SCORE TO PROCEED TO FINANCIAL EVALUATION AND ONLY TENDERERS THAT SECURE THE MINIMUM TECHNICAL SCORE WILL BE FINANCIALLY EVALUATED.</p>
2.27	<p>Award Criteria:</p> <p>AWARD WILL BE MADE TO THE LOWEST EVALUATED RESPONSIVE BID AMONG THE TENDERERS WHO ATTAIN THE MINIMUM QUALIFYING MARKS.</p>
2.27.2	<p>Post-qualification: Not applicable</p>
2.3.0	<p>Particulars of performance security if applicable. Performance Security will be in the form of a Bank Guarantee from a reputable bank of Ksh. 100,000.00</p>

SECTION III: GENERAL CONDITIONS OF CONTRACT

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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 KAFUCO 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 KAFUCO under the Contract.
- (d) “KAFUCO” 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 KAFUCO 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 KAFUCO’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 KAFUCO 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 KAFUCO'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 KAFUCO and shall be returned (all copies) to the Judiciary on completion of the Tenderer's performance under the Contract if so required by KAFUCO

3.6 Patent Rights

3.6.1 The tenderer shall indemnify KAFUCO 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 KAFUCO'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 KAFUCO 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 KAFUCO 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 KAFUCO 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 KAFUCO, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by KAFUCO 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 KAFUCO or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. KAFUCO 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 KAFUCO.

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

3.8.4 KAFUCO'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 KAFUCO 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 Judiciary 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 KAFUCO 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 KAFUCO 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 KAFUCO's prior written consent

3.15 Subcontracts

3.15.1 The tenderer shall notify KAFUCO 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 KAFUCO 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 KAFUCO
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of KAFUCO has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event KAFUCO 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 KAFUCO 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, KAFUCO 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 KAFUCO 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	Performance Security will be in the form of a Bank Guarantee from a reputable bank of 10% of the contract sum
3.12.1 30 days after submission of a satisfactory	performance of the service, auction sale report and invoicing of the same.
3.13.2	Commission rates are fixed and no variation is permitted
3.18.1	National or International Arbitration

3.19	Applicable Law
------	----------------

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 of the print work 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. KAFUCO reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.

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

- (i) Shortest possible delivery period of each product
- (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.(if applicable)

SECTION VI -EVALUATION CRITERIA

6.6.1 Preliminary Evaluation Checklist

Tenderers are advised that at this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

No.	Parameters / Requirements	Submitted / Not Submitted
1	A copy of certificate of Registration/Incorporation	
2.	A Copy of Current/Valid Tax Compliance Certificate	
3.	Must Fill the Price Schedule in the format provided	
4.	Must Fill the Form of Tender in the format provided	
5.	Must submit a dully filled and signed Confidential Business Questionnaire in format provided	
6.	Must Submit a Tender Security of 2% of the tender valid for an additional thirty (30) days after the expiry of the tender validity period (i.e 150 days from date of the tender opening)	
7.	The Tender Document must be Bound and paginated on every page Sequentially	
8	Submit a copy of certificate of registration with Information Communication and Technology Authority (ICTA)	
9	Submit a copy of manufacturers/dealership authorization certificate/letter/contract or agreement	

6.6.2 Technical Evaluation Response Forms

The Detailed Service Specifications/Particulars are as follows: The documents submitted will be evaluated for suitability and awarded marks.

NO.	CRITERIA	MAX POINTS
1	Confidential Business Questionnaire Form <ul style="list-style-type: none"> • Completely filled ----- 5 • Partially filled ----- 2 • Not filled ----- 0 	5
2	Key Personnel (Attach evidence) Director of the firm <ul style="list-style-type: none"> • Holder of degree or diploma in relevant Engineering field --- 10 • Holder of degree or diploma in relevant Engineering field ---- 6 • Holder of certificate in relevant Engineering field -----4 • Holder of trade test certificate in relevant Engineering field ---2 No relevant certificate -----1 	10
3	Experience: Have experience in performing similar assignments in the last five years-attach reference letters and LPOs/award letters for the supply and delivery of computers from at least five (5)clients.(@ client reference-5mks	25
4	Delivery period: The tenderer's delivery period must be indicated as well as measures in place to ensure timely delivery of the goods should be disclosed. (See the Schedule of Requirements, Section VII) Between 1-7days-10 points Between 8 days-14 days- 5 points Beyond 15 days-1	10
5	Provide qualifications and experience (of at least two (2) key members of staff who will manage the assignment. @Each CV-5mks)	10
6	Sanctity of the tender document	05
7	Evidence of financial resource. Cash in hand and bank/ line of credit Over 5million10mrks Between 3-5m.....5mrks Below 3m.....2mrks	10
8	Warranty and support period Above one year.....5mrk Below one year.....2mrks	05
9	Litigation History <ul style="list-style-type: none"> • Filled ----- 5 • Not filled ----- 0 	05
	TOTAL	85

The minimum technical point to proceed to financial evaluation is 60 out of 85 points. Only tenderers who secure the minimum technical score will be financially evaluated.

Financial Evaluation

(a) Determination of evaluated price for each bid using the following

- i) Check for any arithmetic errors in the Tender
- ii) Ranking of Tenders according to their evaluated prices

N.B

KAFUCO WILL CONDUCT VERIFICATION OF THE INFORMATION PROVIDED BY THE LOWEST RESPONSIVE EVALUATED BIDDER AND IF THE INFORMATION PROVIDED IS INCORRECT THE BIDDER SHALL BE AUTOMATICALLY DISQUALIFIED

SPECIFICATIONS

ALL IN ONE COMPUTER

Details

Condition: New

Description

Product type: All-in-One PC

Processor family: 8th gen Intel® Core™ i5

Processor frequency: 1.60 GHz.

Internal memory: 4 GB DDR4-SDRAM.

Storage capacity: 1 TB Hard Drive

Display diagonal: 54.6 cm (21.5")

High Definition type: Full HD 1920 x 1080 pixels

Others

Built-in camera, DVD±RW, Wi-fi.

Warranty: 1 Year

Operating system: Windows 10 with licence

Rear:

1. Optical disc drive
2. Power button
3. Two (2) USB 2.0 ports
4. RJ-45 (network) jack/ Ethernet
5. Power connector
6. Two (2) USB 3.1 Gen 1 ports
7. HDMI out connector
Microphone/Headphone Combo
8. Jack
9. Security cable slot

Keyboard: USB Wired Keyboard

Mice: USB Mouse



SECTION VI: PRICE SCHEDULE PER ITEM IN KSH

S/ No	Item Description	Unity Of Description	Qty	Brand	Unit Cost	Delivery Period
1	Computer	No.	70			

Signed:..... Stamped:.....

SECTION IX - STANDARD FORMS

9.1 FORM OF TENDER

Date _____
Tender No. _____

To: KAFUCO,
P.O Box 385-50309
Kaimosi, Kenya.

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 *(Judiciary)*.

4. We agree to abide 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 _____

PERFORMANCE BANK GUARANTEE (To be filled by winning bidder)

To: THE PRINCIPAL
FRIENDS COLLEGE KAIMOSI
P.O. Box 150-50309

TIRIKI

Dear Sir,

WHEREAS(hereinafter called “the Contractor”) has undertaken,
in pursuance of Contract No. dated to execute
..... (hereinafter called “the Works”);

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of:

Kshs. (*amount of Guarantee in figures*)

Kenya Shillings
..... (*amount of Guarantee in words*),

and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Kenya Shillings

..... (*amount of Guarantee in words*) as

aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change, addition or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any change, addition, or modification.

This guarantee shall be valid until the date of issue of the Certificate of Completion.

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank

Address

Date

TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of Tenderer:

.....

2. Full address of Tenderer to which tender correspondence is to be sent (unless an agent has been appointed below):

.....

3. Telephone number (s) of Tenderer:

.....

4. Telex/Fax Address of Tenderer:

.....

5. Name of Tenderer's representative to be contacted on matters of the tender during the tender period:

.....

6. Details of Tenderer's nominated agent (if any) to receive tender notices. This is essential if the Tenderer does not have his registered address in Kenya (name, address, telephone, telex):

.....

.....

Signature of Tenderer

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2(c) and (2d) whichever applies 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: Country/Town.....

Plot No..... Street/Road

Postal Address..... Tel No.....

Nature of Business.....

Current Trade Licence No..... Expiring date.....

Maximum value of business which you can handle at any time:
Kenya Shillings.....

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietor

Your name in full..... Age.....

Nationality..... Country of Origin.....

Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
1.
2.
3.
4.

Part 2(c) – Registered Company

Private or Public

State the nominal and issued capita of the company:

NominalKShs.

Issued KShs.

Give details of all directors as follows:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details*</i>	<i>Shares</i>
1.
2.
3.
4.

Part 2(d) Interest in the Firm:

Is there any person/persons in the employment of the Government of Kenya WHO has interest in this firm? Yes/No
..... (Delete as necessary)

I certify that the above information is correct.

.....
Title

.....
Signature

.....
Date

* *Attach proof of citizenship*

**EVIDENCE OF FINANCIAL RESOURCES TO MEET
QUALIFICATION REQUIREMENTS**

(Cash in Hand, Lines of credit, e.t.c. List below and attach copies of supportive documents.) Full address and contacts of the banks to be included

1. _____.
2. _____.
3. _____.
4. _____.
5. _____.
6. _____.
7. _____.
8. _____.
9. _____.
10. _____.
11. _____.
12. _____.
13. _____.
14. _____.
15. _____.
16. _____.
17. _____.
18. _____.

BIDDER’S BANK INFORMATION

Bidders are expected to provide here below full details of their bankers. This Name of your bankers.....

Postal Address

.....

Town..... Country

Branch..... Account No.....

Plot No..... Street/Road

Bidder’s Name Signature

Date.

DETAILS OF LITIGATIONS OR ARBITRATION PROCEEDINGS IN WHICH THE TENDERER IS INVOLVED AS ONE OF THE PARTIES

- 1. _____.
- 2. _____.
- 3. _____.
- 4. _____.
- 5. _____.
- 6. _____.
- 7. _____.
- 8. _____.
- 9. _____.
- 10. _____.
- 11. _____.
- 12. _____.
- 13. _____.
- 14. _____.
- 15. _____.
- 16. _____.
- 17. _____.
- 18. _____.

9.3 TENDER SECURITY FORM

Whereas [*name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated [*date of submission of tender*] for the supply, installation and commissioning of [*name and/or description of the equipment*] (hereinafter called “the Tender”) KNOW ALL PEOPLE by these presents that WE of having our registered office at (hereinafter called “the Bank”), are bound unto *Judiciary* in the sum of for which payment well and truly to be made to the said Judiciary, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of

_____ 20 _____.

THE CONDITIONS of this obligation are:-

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by KAFUCO during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to KAFUCO up to the above amount upon receipt of its first written demand, without KAFUCO having to substantiate its demand, provided that in its demand the Judiciary will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[*Signature of the bank*] _____
(Amend accordingly if provided by Insurance Company)

SECTION X - ETHICS AND INTEGRITY PACT

TO BE FILLED, DATED, SIGNED AND SUBMITTED BY ALL PERSONS BIDDING FOR THE SUPPLY OF OR PROVISION OF ANY GOODS OR SERVICES TO KAFUCO

Bidder's undertaking on Ethics and Integrity

Accepting that transparent business management and fair public administration are the key to social development and national competitiveness, and in an effort to purge corruption and apply sanctions to corrupt businesses, and in full support of the worthy goals of this Integrity Pact, concerning the present proposal for: _____, I _____ (*lead consultant's name in the case of an individual consultancy*) /all personnel of _____ (*name of association, partnership, corporation or other entity being a non-individual consultant*) and its subcontractors and agents hereby agree that:

- 1 I/We understand that KAFUCO is/are a law-abiding institution and I/We undertake to abide by all the Laws of Kenya particularly the laws, rules and regulations governing ethics and integrity and the procurement of goods and services by public agencies in Kenya. I/We shall not conduct any unethical business practices, including but not limited to making false declarations and representations in bidding documents; bid-rigging, collusive bidding, canvassing,.
- 2 I/We shall not offer any bribe, gifts, entertainment or any other undue benefits directly or indirectly to any officials of KAFUCO or indeed any other person nor commit any other act with a view to unlawfully influencing the process or outcome of procuring for the goods and/or services herein or the performance of any contract arising from the procurement process.
- 3 I/We undertake to report to KAFUCO Ombudsman and the Kenya Anti-Corruption Commission any acts of corruption and unethical practice by any official of KAFUCO, any of my/our employees, agents, associates, affiliates or indeed any other person that come to our knowledge in the course of procuring the supply and provision of the goods and/or services herein or the performance of any contract arising therefrom.
- 4 In bidding for the goods or services herein and in the course of any contract that may arise therefrom, I/We shall not make any statement which is untrue based on our knowledge, information and belief. I/We shall fully and truthfully declare my/our ability to provide the goods and/or perform the services and we will not bid for the supply of goods or provisions of services which we do not have the capacity to provide whether at all or under the terms required by KAFUCO.

- 5 I/We declare that we have the legal and operational capacity to make a bid for the goods and/or services herein, including but not limited to the fact that I/We am/not an undischarged bankrupt, under receivership or liquidation or otherwise insolvent nor suffering from any such or other incapacity that would make our bid or our ability to provide the goods and/or services herein legally or operationally untenable.

- 6 I/We declare that there is no conflict of interest situation existing between myself/us on the one hand and KAFUCO on the other with regard to the supply of the goods and/or provision of the services herein that would make the our bid or contract ethically or legally untenable. If any such conflict arises in the course of the procurement process and before the conclusion of any contract arising therefrom, I/We shall fully and truthfully declare such conflict to KAFUCO.

- 7 I/We understand that the violation if this pact may lead to the disqualification my/our bid, to the termination of any contract or obligation between myself/us and KAFUCO and my/our prosecution.

Signed:.....*stamped:*

ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE

(PPR Act, 2015)

I/We/Messrs.....

of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender/Tender No

for or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

Name and Title of Signatory.....

SUPPLIERS DETAILS FOR P.P.R.A INFORMATION PORTAL REPORTING

KRA Details

S/NO	REQUIRED	DETAILS
1.	KRA Pin Number	
2.	Business Number	
3.	Pin Validity	
4.	Business Owner	
5.	Pin Owner	
6.	KRA Email	

Business Registry Details

S/NO	REQUIRED	DETAILS
1.	Business Number	
2.	Supplier Name	
3.	Supplier Telephone	
4.	Supplier Email Address	
5.	Date Registered	
6.	Physical Address	
7.	Postal Address	
8.	Business Type	
9.	TCC Number	
10.	TCC Expiry Date	

11.	Permit Number	
12.	Permit Expiry Date	
13.	Operation County	

Business Directors List

S/NO	REQUIRED	1	2	3	4	5
1.	Name					
2.	ID					
3.	Telephone					
4.	Nationality					