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**CENTRE FOR TRAINING AND INTEGRATED RESEARCH IN ASAL
DEVELOPMENT (CETRAD)**

(KCEP-CRAL PROGRAMME GIS/RS UNITS SET UP)

TENDER NO: CETRAD KCEP-CRAL 04-2018

**TENDER FOR SUPPLY, DELIVERY AND INSTALLATION
OF GIS/RS EQUIPMENT
FOR EIGHT PROGRAMME COUNTIES**

Centre for Training and Integrated Research in ASAL Development
Buttsons Complex, 2nd Floor
Off, Hospital Road
P.O. Box 144, 10400
NANYUKI, KENYA
www.cetrad.org

April 2018

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SECTION A: INVITATION TO TENDER

Centre for Training and Integrated Research in ASAL Development (CETRAD) invites sealed tenders from eligible tenderers for **SUPPLY, DELIVERY AND INSTALLATION OF GIS/RS EQUIPMENT FOR EIGHT PROGRAMME COUNTIES** whose specifications are detailed in this Tender Document.

Interested eligible tenderers may obtain further information from, and inspect the Tender Documents at CETRAD offices:

Department of Procurement

Tel: (254) 0725 348 449

Email: cetrad@cetrad.org

cc: e.njuguna@cetrad.org cc: j.wanjau@cetrad.org cc: m.kerubo@cetrad.org

Where the tender document may be collected upon payment of a non-refundable fee of **KSh.1, 000.00** paid in cash (cash office at the address shown below) or through a bankers cheque (Payable to: CETRAD, Account No: 0102097274904, Bank: Standard Chartered, Branch: Nanyuki, Swift code: SCBL KE NX XX). The document can also be viewed and downloaded from the website www.cetrad.org, and the Bidders who download the tender document from the website **must forward their particulars immediately for records and any further tender clarifications and addenda. Downloaded copies are FREE OF CHARGE.**

One may bid for **ALL** or **PART** of the **LOTS** specified in the tender documents provided they offer for all items and quantities in a lot.

Tenders must be accompanied by security in the format specified in the attached form of tender Security, in a bank's letterhead, and amount indicated. The tender must be delivered in plain sealed envelope clearly marked '**SUPPLY, DELIVERY AND INSTALLATION OF GIS/RS EQUIPMENT FOR EIGHT PROGRAMME COUNTIES**'

The **original** and **two copies** of the tender must be delivered to:

Finance and Administration

Centre for Training and Integrated Research in ASAL Development

Buttsons Complex, 2nd Floor

Off, Hospital Road

P.O. Box 144, 10400

NANYUKI, KENYA

On or before: **Wednesday, 9th May 2018, 10.00 a.m.**

Tenders will be opened on **Wednesday, 9th May 2018, 10.00 a.m.** in the presence of the tenderers or their representatives who choose to attend at Buttsons Complex, 2nd Floor, CETRAD conference room.

Department of Procurement

SECTION B: INSTRUCTIONS TO TENDERER

INTRODUCTION

1. Eligible Tenderers

- 1.1 This invitation for Tenders is open to all tenderers eligible as described in the tender documents. Successful tenderers shall complete the supply of services by the intended completion date specified in the tender documents.
- 1.2 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2. Cost of Tendering

- 2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and CETRAD, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

3. Tender Document Contents

- 3.1 The tender documents will comprise the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenderers.
 - (i) Invitation to Tender
 - (ii) Instructions To Tenderer (ITT)
 - (iii) General Conditions of Contract (GCC)
 - (iv) Special Conditions of Contract (SCC)
 - (v) Technical Specifications/Requirements
 - (vi) Price Schedules
 - (vii) Form of Tender
 - (viii) Tender Security Form
 - (ix) Contract Form
 - (x) Performance Security Form
 - (xi) Mandatory Business Questionnaire
 - (xii) Declaration Form
 - (xiii) Manufacturer's Authorization Form
 - (xiv) Letter of Notification of Award
- 3.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

4. Clarification of Documents

- 4.1 A prospective tenderer requiring any clarification of the tender document may notify CETRAD in writing or through e-mail (cetrad@cetrad.org) or through the address indicated in the Invitation for tenders. CETRAD will respond in writing or email to any request for clarification of the tender documents, which it receives five (5) days prior to the deadline for the submission of tenders. Written copies of CETRAD's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

5. Amendment of Documents

- 5.1 At any time prior to the deadline for submission of tenders, CETRAD, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.
- 5.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by email, and will be binding on them.
- 5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, CETRAD, at its discretion, may extend the deadline for the submission of tenders.

PREPARATION OF TENDERS

6. Language of Tender

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

7. Documents Comprising the Tender

The tender prepared by the tenderer shall comprise the following documents (or sections):

- (a) a Tender form and a price schedule completed.
- (b) documentary evidence that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished

8. Tender Form

8.1 The financial proposal shall follow standards in tender; Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the Services, and prices.

9. Tender Prices

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

9.2 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 22.

10. Tender Currencies

10.1 Prices shall be quoted in the following currencies:

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

11. Tenderers Eligibility and Qualifications.

Requirements of Contract

General Requirements

11.1 Pursuant to paragraph 1 of section C, the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.

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

11.3 That, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped and able to supply the Tenderer's Services prescribed in the Conditions of Contract and/or Technical Specifications.

12. Goods' Eligibility and Conformity to Tender Document.

12.1 Pursuant paragraph 2 of this section, the tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of goods, which the tenderer proposes to supply under the contract.

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 offered which shall be confirmed by a certificate of origin issued at the time of shipment.

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

- (a) A detailed description of the essential technical and performance characteristics of the goods;
- (b) A clause-by-clause commentary on **CETRAD's** Technical Specifications demonstrating substantial responsiveness of the Goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

13. Tender Security

13.1 The tenderer shall furnish, as part of its tender, **a tender security in amount of Ksh 100,000/-**

13.2 The tender security is required to protect CETRAD against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to **paragraph 13.6**

13.3 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, in the form provided in the tender documents or another form acceptable to CETRAD and valid for **thirty (30)** days beyond the validity of the tender.

13.4 Any tender not secured in accordance with paragraph 13.1 and 13.3 will be rejected by CETRAD as non-responsive, pursuant to **paragraph 22.**

13.5 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of tender validity prescribed by CETRAD.

The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to **paragraph 30**, and furnishing the performance security, pursuant to **paragraph 31.**

13.6 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by CETRAD 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 30 **OR**
 - (ii) to furnish performance security in accordance with **paragraph 31.**

14. Validity of Tenders

14.1 Tenders shall remain valid **for 90 days** or as specified in the tender documents after date of tender opening prescribed by CETRAD, pursuant to **paragraph 18.** A tender valid for a shorter period shall be rejected by CETRAD as non-responsive.

14.2 In exceptional circumstances, CETRAD 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 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.

15. Format and Signing of Tender

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

15.2 The original and all copies of the tender document 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 un-amended printed literature, shall be initialed by the person or persons signing the tender.

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

Submission of Tenders

16. Sealing and Marking of Tenders

16.1 The original and the two copies of the tender document offer shall be placed in a sealed envelope clearly marked “**SUPPLY, DELIVERY AND INSTALLATION OF GIS/RS EQUIPMENT FOR EIGHT PROGRAMME COUNTIES**”.

16.2 The inner and outer envelopes shall:

be addressed to CETRAD at the following address:

**Centre for Training and Integrated Research in ASAL Development
Buttsons Complex, 2nd Floor
Off, Hospital Road
P.O. Box 144- 10400
NANYUKI, KENYA**

In addition to the instructions in 16.2 bear, “**SUPPLY, DELIVERY AND INSTALLATION OF GIS/RS EQUIPMENT FOR EIGHT PROGRAMME COUNTIES**” and the words: “**DO NOT OPEN BEFORE Wednesday, 9th May 2018, 10.00 a.m.**”

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

If the outer envelope is not sealed and marked as required by paragraph **16.2**, **CETRAD** will assume no responsibility for the tender’s misplacement or premature opening.

17. Deadline for submission of Tenders

17.1 The completed tender documents must be delivered at the submission address as specified in 16.2 on or before **Wednesday, 9th May 2018, 10.00 a.m.** Any proposal received after the closing time for submission of tenders shall be returned unopened.

17.2 **CETRAD** may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of **CETRAD** and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

18. Modifications and Withdrawal of Tenders

- 18.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by CETRAD prior to the deadline prescribed for submission of tenders.
- 18.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 17. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for Submission of tenders.
- 18.3 **No** tender may be modified after the deadline for submission of tenders. No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 13.6.

19. Opening and Evaluation of Tenders

19.1 Opening of Tenders

CETRAD will open all tenders in the presence of tenderers and representatives who choose to attend on **Wednesday, 9th May 2018, 10.00 a.m.** Buttsons Complex, 2nd Floor Off Hospital road, Nanyuki, Kenya.

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

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

After the evaluation is completed, the client shall notify those bidders whose tenders did not pass the technical evaluation or were considered non-responsive.

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

- 19.3 CETRAD will prepare minutes of the tender opening.

20. Clarification of Tenders

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

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

21. Preliminary Examination

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

21.2 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be subject of correction, adjustment or amendment in any way by any person or entity. If there is a discrepancy between words and figures, the amount in words will prevail.

21.3 CETRAD may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of tenderer.

21.4 Prior to the detailed evaluation, pursuant **to paragraph 23**, CETRAD 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. CETRAD's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

21.5 If a tender is not substantially responsive, it will be rejected by CETRAD and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

22. Evaluations and Comparison of Tenders

22.1 CETRAD will evaluate and compare the tenders which have been determined to be substantially responsive.

All tender responses will be evaluated technically and financially and the winning proposal

will be selected on the basis of “**Lowest evaluated bid**” with respect to the following set criteria order:

a) Mandatory requirements

- (i) Provision of a tender security of Ksh 100,000
- (ii) Certificate of incorporation;
- (iii) KRA PIN Certificate,
- (iv) Business Permit or Trade License,
- (v) Valid Tax Compliance which shall be confirmed using TCC Checker.
- (vi) Duly filled mandatory business questionnaire
- (vii) Manufacturers authorization form or certificate of agency
- (viii) Duly filled form of tender with a validity period of 90days

b) Technical Requirements

- (i) Compliance with technical specs with respect to required items/services.
- (ii) Must provide documentation on the products being supplied.
- (iii) Must provide a delivery lead time schedule.
- (iv) Must demonstrate similar works/supplies done (preferably in Kenya)

c) Price competitiveness

22.2 CETRAD’s evaluation of a tender will exclude and not take into account: Any allowance for price adjustment during the period of implementing the contract, if provided in the tender.

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

CETRAD’s evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors:

- (a) The cost of goods & services
- (b) Delivery schedule offered in the tender;
- (c) Deviations in payment schedule from that specified in the Special Conditions of Contract;

23. Deviation in payment schedule.

Tenderers shall state their tender price for the payment of schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this price. Tenderers are, however, permitted to state an alternative payment

schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. CETRAD may consider the alternative payment schedule offered by the selected tenderer.

24. Contacting CETRAD

24.1 Subject to paragraph 21, no tenderer shall contact CETRAD on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

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

Award of Contract

25. Post-qualification

25.1 In the absence of pre-qualification, CETRAD 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.

25.2 The determination will take into account the tenderer financial, technical, and delivery capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 12.3, as well as such other information as CETRAD deems necessary and appropriate.

25.3 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 CETRAD will proceed to the next best value evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

26. Award Criteria

The contract will be awarded to the most competitively priced-compliant bidder for each lot. The Award shall be done per Lot. The award shall be the Lowest Evaluated Bidder per Lot.

There shall be multiple awards if the bidder participates in the two lots and is the most responsive lowest evaluated bidder.

27. CETRAD Right to Vary Quantity

CETRAD 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.

28. CETRAD's Right to Accept or Reject Any or All Tenders

CETRAD 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 CETRAD's action.

29. Notification of Award

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

The notification of award will constitute the intention to enter into a contract

29.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, CETRAD will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 14.

30. Signing of Contract

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

30.2 Within fifteen (15) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to CETRAD.

31. Performance Security

31.1 Within fifteen (15) days of the receipt of notification of award from CETRAD, 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 CETRAD.

31.2 Failure of the successful tenderer to comply with the requirement of paragraph 30 or paragraph 31 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event CETRAD may make the award to the next best value evaluated Candidate or call for new tenders.

32. Corrupt Fraudulent Practices

32.1 CETRAD requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, CETRAD: -

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

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;

and

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of CETRAD, 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 CETRAD of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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

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

APPENDIX TO INSTRUCTIONS TO TENDERERS

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
1.0	The invitation is Only open to all eligible, qualified and competent bidders.
22.0	<p><u>Evaluation and Comparison of Tenders:</u></p> <p>The tenders will be evaluated in three stages as follows:</p> <p><u>A) Stage One: Preliminary Evaluation (Mandatory Requirements.)</u></p> <ol style="list-style-type: none"> 1) Attach a copy of the business registration/ certificate of incorporation 2) Duly filled Business Questionnaire in the format provided 3) Duly serialized and paginated bid document with all the attachments in the included. 4) Submission of required number of copies for the Bid Document: one Original and two copies 5) Duly filled and signed tender securing declaration forms. Attach a Valid Copy of Certificate of Registration in the target group by either National Treasury or county government 6) Valid Tax Compliance Certificate. This shall be confirmed using a TCC Checker. 7) Duly Filled Form of Tender with a validity of 120days. Each Lot should have its form of tender 8) Manufacturers Authorization Form or certificate of agency. Must be Signed and Stamped 9) The tender security of Ksh 100,00.00 valid for 150days <p>N/B: ALL THE ABOVE MUST BE MET TO QUALIFY FOR THE 2ND STAGE</p> <p><u>B) Stage Two: Technical Evaluation:</u></p>

Candidates that will pass the Technical Evaluation (i.e. those that offered items in each lot which are compliant with the desired technical and other specifications, which include:

1. Conformity to desired Specifications in the Schedule of requirements
2. Submission of Brochures and Literature
3. Analysis and acceptance of relevant Brochures / literature) will have their prices evaluated.
4. All items in each Lot must be quoted for.
5. Bidders MUST provide a substantive response for all features irrespective of any attached technical documents. Use of Yes, No, tick, compliant etc. will be considered **non-responsive**
6. All items in any lot MUST be quoted for, failure for which the bidder shall be disqualified. A bidder may however quote for one/any or more than one lot.
7. All items in each lot MUST be quoted accurately in both unit and total price

C) Stage Three: Price Evaluation:

Financial Evaluation will be done per **Lot and Awarded per Lot.**

- The bidder with the lowest evaluated financial bid will be recommended for the award of the contract for all the items in each lot.
- The bidder shall be awarded more than one Lot if evaluated to be most responsive and lowest evaluated price.
- All items in each lot must be quoted for accurately.
- Minimum of **30 days'** credit period is required after delivery, inspection and acceptance of the items.
- In case of discrepancy between unit price and total, the **unit price** shall prevail.
- If there is a tie on the lowest quoted price for any item in a lot, fairness and equity shall be considered for award.
- Unrealistic low or high prices shall be rejected, depending on the prevailing market price of the brand of item tendered.

Determination of evaluated price for each bid will be based on the following:

- Checking for any arithmetic errors in the tender.

	<ul style="list-style-type: none"> • Conversion of all tender to same currency using uniform exchange rate prevailing at the closing date of tender • Application of any discount offered on the tender. • Comparison of the item's prevailing actual market prices.
19.0	AGPO certificate holders will not be required to submit the bid bond/tender security. A tender Securing Declaration form is Mandatory Valid for 150 days
17.1	Tenders must be submitted on or before Wednesday, 9th May 2018, 10.00 a.m.
19.0	The tenders will be opened in the presence of tenderer's representatives, who choose to attend at CETRAD on Wednesday, 9th May 2018, 10.00 a.m.
Opening of Tender	19.2: There shall be no correction of errors. The tender sum submitted and read out during the tender opening shall be absolute and final and shall not be subject of correction, adjustment or amendment in any way by any person or entity.

SECTION C: GENERAL CONDITIONS OF CONTRACT

1. Definitions

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

The Procuring Entity / Purchaser is **CETRAD with principal place of business at Buttsons Complex, Off Hospital Road, P.O. Box 144-10400, Nanyuki, Kenya** and includes the Procuring Entity's legal representatives, assignees and successors.

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

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

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

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

2. Application

2.1 These General Conditions shall apply in all Contracts made by CETRAD for the procurement of the Goods and services.

3. Country of Origin

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

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

4. Standards

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

5. Use of Contract Documents and Information

- 5.1 The Candidate shall not, without CETRAD's prior written consent, disclose the Contract, or any provision thereof, or any specification, or information furnished by or on behalf of CETRAD in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 5.2 The tenderer shall not, without CETRAD's prior written consent, make use of any document or information enumerated in paragraph 5.1 above.
- 5.3 Any document, other than the Contract itself, prescribed in paragraph 5.1 shall remain the property of CETRAD and shall be returned (all copies) to CETRAD on completion of the Tenderer's performance under the Contract if so required by CETRAD.

6. Patent Rights

- 6.1 The tenderer shall indemnify CETRAD against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods / Services or any part thereof in Kenya.

7. Performance Security

- 7.1 Within fifteen (15) days of receipt of the notification of Contract award, the successful tenderer shall furnish to CETRAD the performance security in the amount specified in Special Conditions of Contract.
- 7.2 The proceeds of the performance security shall be payable to CETRAD as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to CETRAD 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 CETRAD, in the form provided in the tender documents.
- 7.4 The performance security will be discharged by CETRAD and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

8. Inspection and Tests

- 8.1 CETRAD or its appointed representative shall have the right to inspect and/or to test the Goods/Services to confirm their conformity to the Contract specifications. CETRAD shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, shall be furnished to the inspectors at no charge to CETRAD.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, CETRAD may reject the Goods, and the tenderer shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to CETRAD.
- 8.4 CETRAD's' right to inspect, test and, where necessary, reject the Goods after the Goods' arrival shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by CETRAD or its appointed representative prior to the Goods' delivery.
- 8.5 Nothing in paragraph 8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

9. Delivery and Documents

- 9.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by CETRAD in its Schedule of Requirements and the Special Conditions of Contract.

10. Insurance

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

11. Payment

- 11.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract.
- 11.2 Payments shall be made promptly by CETRAD as specified in the contract.

12. Prices

12.1 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.

13. Assignment

13.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with CETRAD's prior written consent.

14. Sub-contracts

14.1 The tenderer shall notify CETRAD in writing of all sub-contracts 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.

15. Termination for Default

15.1 CETRAD may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- (a) If the tenderer fails to deliver the Goods/Service within the period(s) specified in the Contract, or within any extension thereof granted by CETRAD.
- (b) If the tenderer fails to perform any other obligation(s) under the Contract.
- (c) If the tenderer, in the judgment of CETRAD has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

16. Termination for Insolvency

Either Party may terminate this Agreement without notice if the other Party becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against such Party (except for involuntary bankruptcies which are dismissed within sixty (60) days), or has a receiver or trustee appointed for substantially all of its property.

17. Termination for Convenience

CETRAD may terminate this Agreement for its convenience at any time upon providing five (5) days written notice to the Contractor. In such case, the Contractor shall be entitled to receive as full compensation for all services performed hereunder payment for all Work performed prior to the date of termination, together with all retainage withheld. Payment of such compensation is the sole and exclusive remedy of the Contractor for termination of this Agreement by Owner hereunder and the Contractor shall not be entitled to, and hereby waives, claims for lost profits and all other damages and expenses.

18. Liquidated Damages

If the tenderer fails to deliver the Goods / Service within the period(s) specified in the contract, CETRAD shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed Service up to a maximum deduction of 10%. After this the tenderer may consider termination of the contract.

19. Resolution of Disputes

19.1 CETRAD and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

19.2 If, after fifteen (15) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may adjudicate in an agreed national or international forum and/or international arbitration.

20. Languages and Law

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

21. Force Majeure

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

SECTION D: SPECIAL CONDITIONS OF CONTRACT

1. Definitions

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

2. Application

- a) The "Procuring Entity" is CETRAD **with principal place of business** Buttsons Complex, off Hospital Road, and P.O. BOX 144 – 10400 Nanyuki, Kenya and includes the employer's legal representatives, successors or assigns.

3. Performance Security

The Performance Security shall be in the amount of 2% of the Contract Price

4. Payment

- 4.1 (a) For Local suppliers, CETRAD payment terms are **30 days upon receipt of certified invoices and delivery notes** confirming that the invoiced material has been delivered and completion of works as specified in the contract.
- (b) For those outside Kenya, CETRAD preferred terms of payment are by irrevocable Letter of Credit. Any letter of credit extension/amendment charges that may result due to beneficiary's delays or mistakes shall be to their account.

5. Delivery of deliverables

- 5.1 All the supplies and services shall be delivered to the county headquarters of Programme Counties (Tharaka Nithi, Embu, Kitui, Machakos, Makueni, Taita Taveta, Kilifi and Kwale) and PCU offices located at KALRO NARL, Waiyaki Way, Nairobi.

6. Summary of Deliverables

#	Lot 1: Computers and Computer Accessories	
	Item Description	Quantity
1	Desk top Computers	17
2	UPS	17
3	Wireless networks cards	17

#	Lot 2: Printers & Ink Cartridges & Printing Paper	
	Item Description	Quantity
1	A3 Desk Jet Printers	17
2	Extra Ink Cartridges	36 sets (Each set has 4 cartridges)
3	A3 Printing Papers	45 Reams

#	Lot 3: Plotters & Ink Cartridges & Plotting Paper	
	Item Description	Quantity
1	Plotters	9 sets (each set has 4 cartridges)
2	Plotting Paper Rolls	80
3	Extra Ink Cartridges	36 sets (Each set has 4 cartridges)

#	Lot 4: Handheld GPS, Batteries and Chargers	
	Item Description	Quantity
1	48 Handheld GPS systems	48
2	Batteries	96
3	Battery Charger	48

#	Lot 5: GIS/ RS Software (Open to Official Software Distributors only)	
	Item Description	Quantity
1	17 ArcGIS software 10.6. or higher	17
2	17 Spatial analyst 10.6 or higher	17

N.B. **The bidder should thus pay keen attention to provide detailed quote for successful delivery of the project.**

7. Insurance (GCC 10)

The supplier will cover All Risks for any consignment expenses of the goods until they are accepted by CETRAD

8. Payment (GCC 11)

- i. Payment shall be made to the tenderer in full within sixty (60) days for the satisfactory and accepted delivered quantity as provided in the order.
- ii. The payment shall be made to the tendered supplier/contractor and **No** any third parties/Agents shall be paid on behalf of supplier/contractor.

9. Prices (GCC 12)

- i. Prices must remain firm and fixed
- ii. Prices must remain valid for **120 days** after closing of tender
- iii. Prices quoted must be inclusive of all government taxes and delivery charges to County headquarters KCEP-CRAL.
- iv. Prices quoted must be as per our “Unit of issue

10. Assignment (GCC 13)

- i. The tenderer shall not assign whole/or part of his/her obligations under this contract. The order and the payment will be done and issued to the tenderer and not any other third party.

11. Resolution of Disputes (GCC 19)

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

SECTION E: TECHNICAL SPECIFICATIONS/REQUIREMENTS

CETRAD is a bilateral organization between Swiss Government and Kenya Government and is one of the Partners in KCEP-CRAL assisting eight counties to establish GIS/RS units. Below are the minimum specifications of the required GIS/RS equipment:

HARDWARE

Lot 1: Computers and Computer Accessories

Desktop Computer Specifications

DESCRIPTION	MINIMUM SPECIFICATION	BIDDER'S OFFER
Quantity	17	
Operating System	MS Windows 10 professional 64bit Edition	
Form Factor	Tower	
Hard Drive Capacity	Minimum 1 TB	
Processor Brand	Intel® 7th generation Core™ i7 Quad Core (up to 65W)	
Processor Speed	3.4 gigahertz or higher	
Processor Model	Intel® Q270 Chips or higher	
System Memory (RAM)	8 Gigabytes or higher	
Optical Drive Type	DVD/RW	
Screen Size	22-24 inches	
Screen Resolution	At least 1900 x 1080 (Full HD) or higher	

Network

Ethernet	Integrated Intel® i219-LM Ethernet LAN 10/100/1000	
Number of Ethernet Ports	1 minimum	

Graphics

Graphics Type	Integrated Intel® HD Graphics 610/630 (Intel® 7th generation processors)	
Graphics Processing Unit/GPU	AMD	
Graphics Card	AMD Radeon™ R5 430	

Internal

Hard drive Speed	7200 RPM	
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Memory

Media Card Reader	Yes	
Type of Memory (RAM)	DDR4 SDRAM	
System Memory RAM Speed	2400MHz	
Memory Capacity(Extendable)	32 GB	

Connectivity

Number of HDMI Outputs	1 Minimum	
Number of USB Port(s)	6 Minimum	
Port Type(s)	USB 3.0, USB 2.0, Ethernet, Audio out, HDMI, Microphone, Headphone	

Extras:

Speaker(s) Included	Optional	
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Feature

Audio Technology	Waves MaxxAudio	
Bluetooth Enabled	Yes	

Warranty & Support & Maintenance

Manufacturer backed Warranty, Support & Maintenance	3 years (Remote, onsite, parts & labour)	
Delivery period & Location	Maximum 30 days, To various county headquarters and PCU head office	

Network Wireless Cards

#	Description	Quantity	Minimum Specification	BIDDER'S OFFER
1	Network Wireless Cards	17	Wireless Dual Band PCI Express Adaptor w/ 2 Antennas (PCE AC51)	

Uninterrupted Power Supply Units (Ups)

#	Description	Minimum Specification	BIDDER'S OFFER
1	Quantity	17	
2	Operations	Digital	
3	Capacity	700 VA /390 Watts	
4	Compatibility	Kenya power standards.	

Lot 2: Printers & Ink Cartridges & Printing Paper

Printers

#	Description	Minimum Specification	BIDDER'S OFFER
1	Quantity	17	
2	Type	Officejet Wide Format E-All-in-One Printer (Print, copy, scan, fax, Web / Yes)	
3	Speed	Up to 15ppm black & 8ppm color	
4	Scan Size	ADF: 8.5 x 14 in Maximum; Flatbed: 11.69 x 17 in	
5	Memory	256 MB minimum	
6	Monthly Capacity	12,000 pages per month.	
7	Power	Compatible with Kenya Power standards.	
8	Processor speeds	500 MHZ	
9	Color printing/scanning	Yes	
10	Warranty, Support & Maintenance	1 year, manufacturer backed.	
11	Other accessories	Specify all accessories to facilitate effective installation and commissioning of the printer.	

Extra Ink Cartridges Printer

#	Description	Quantity	Minimum Specification	BIDDER'S OFFER
1	Extra spare cartridges	36 Sets	XL Black Officejet Ink Cartridge XL Cyan Officejet Ink Cartridge XL Magenta Officejet Ink Cartridge XL Yellow Officejet Inkjet Cartridge	

Printing Papers A3

#	Description	Quantity	Minimum Specification	BIDDER'S OFFER
1	A3 Printing Paper white	45	A3L 297*420mm 500 sheets 80 g/m2	

Lot 3: Plotters & Ink Cartridges & Plotting Paper

Plotters

#	Description	Minimum Specification	BIDDER'S OFFER
1	Quantity	9	
2	Type	DesignJet 36-in Plotter	
3	Speed	Line drawings 4 35 sec/page on A1/D, 70 A1/D prints per hour Color images Fast: 25.6 m ² /hr/ (275 ft ² /hr) on coated media ⁵ Best: 2.3 m ² /hr (25 ft ² /hr) on glossy media ⁶	
4	Paper Handling	Sheet feed, roll feed, input tray, media bin, automatic cutter	
5	Technology	Thermal Inkjet	
6	Print Resolution	Up to 2400 x 1200 optimized dpi	
7	Memory	1GB Minimum	
7	Connectivity	Fast Ethernet (100Base-T), Hi-Speed USB 2.0 certified (minimum), Wi-Fi	
9	Power	Compatible with Kenya Power standards.	
10	Color printing	Yes	
11	Warranty, Support & Maintenance	3 years warranty, Manufacturer backed Maintenance, Support & Warranty. Parts, Labour & Support (onsite and remote)	
12	Other accessories	Specify all accessories to facilitate effective installation and commissioning of the printer.	
13	Delivery period & Location	Maximum 30 days, to various County headquarters.	

Extra Ink Cartridges Plotter

#	Description	Quantity	Minimum Specification	BIDDER'S OFFER
1	Extra spare cartridges	36 Sets	80-ml Black Ink Cartridge 3-pack 29-ml Cyan Ink Cartridges 3-pack 29-ml Magenta Ink Cartridges 3-pack 29-ml Yellow Ink Cartridges	

Plotter Papers

#	Description	Quantity	Minimum Specification	BIDDER'S OFFER
1	Plotter Roll Paper (Standard)	80	Plotter Paper Roll, 914mm * 45.7m (36 in * 150 ft.)	

Lot 4: Handheld GPS, Batteries and Chargers

Hand Held GPS System

#	Description	Minimum Specification	BIDDER'S OFFER
1	Quantity	48	
2	GPS Type	Touch screen, WAAS enabled receiver and compatible with the GLONASS satellite system <ul style="list-style-type: none"> • 4GB internal memory (accepts microSD). • 2.6 inches screen • Downloading cable (USB) • User manual 	
3	Batteries	2 Rechargeable power plus AA 2300 mAh batteries per GPS	
4	Charger	48 Chargers (to charge a pair of batteries)	
5	Warranty, Support & Maintenance	1 year- warranty,	
6	Delivery period & Location	Maximum 30 days, to CETRAD	

SOFTWARE
Lot 5: GIS/ RS Software

ArcGIS 10.6 or Higher (Open to Official Software Distributors **only**)

#	Description	Quantity	Specification
1	ArcGIS 10.6 or Higher (The latest by the time of delivery)	17	Advanced (ArcInfo) Single Use (No Expiry)
2	ArcGIS Spatial Analyst extension 10.6 or Higher (The latest by the time of delivery)	17	Advanced (ArcInfo) Single Use (No Expiry)
3	Delivery Location		To CETRAD

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is made and effective this [Date],

BETWEEN:

Vendor ("Supplier"), a corporation incorporated under the laws of the State of Kenya.

AND:

CETRAD, an institution incorporated under the laws of Kenya and having its principal place of business at Buttsons Complex, Off Hospital Road and of P.O. Box 144-10400 Nanyuki, Kenya (hereinafter called "**the company**").

WHEREAS, Vendor owns certain computer programs or tools which are useful in maintenance of computer equipment/ plotters or any other ICT service.

WHEREAS the Company has agreed to allow the selected Vendor to undertake computer equipment/ plotters or any other ICT service on need basis.

WHEREAS, Vendor ("Supplier") and the Company wish to evidence by this agreement the manner in which said maintenance , repairs or service will be undertaken, management and treatment of confidential and proprietary material will be treated.

NOW, THEREFORE, it is agreed as follows:

1. MAINTENANCE

The Company authorizes the selected Vendor to undertake maintenance of ICT equipment and in particular repair the equipment and return to the company, this shall be referred to as the "Maintenance of ICT equipment, plotters or any other ICT service". The Maintenance of ICT equipment shall be undertaken within the warranty period with the support and participation of the CETRAD ICT staff.

2. TERM

The terms of this Agreement shall be between ONE and THREE YEARS depending on the supplied item under consideration from the effective date provided for herein above or for such additional period as may be agreed between CETRAD and The Vendor.

CETRAD reserves the right to terminate the Maintenance Contract at any time with or without cause. Should the need arise, CETRAD reserves the right to stop the Maintenance Contract should there be a misunderstanding resulting from unlawful disclosure of CETRAD's confidential information/data.

3. NON-DISCLOSURE

The Vendor shall disclose or give access to Proprietary Information only to their employees, agents or contractors ("The Vendors Personnel") having a need-to-know in connection with Vendor's engagement and for use in connection therewith. The Vendor will advise its Personnel having access to Proprietary Information of the confidential and proprietary nature thereof.

The selected Vendor agrees not to disclose either in part or entirety, any substantive, descriptive or related documentation about the ICT equipment Maintenance /plotters or any other ICT service to any third party.

By signing this agreement, the Vendor agrees that the maintenance or consultancy process shall not in any way interfere with the confidentiality, availability and integrity of CETRAD/county systems or hardware or information.

4. UNAUTHORIZED USE

The Vendor shall promptly advise CETRAD in writing if it learns of any unauthorized use or disclosure of Proprietary Information by any Vendor's Personnel.

5. INDEMNIFICATION

The Vendor at its own expense, shall defend, indemnify and hold harmless CETRAD, its licensees, employees and agents, from any claim, demand, cause of action, debt or liability (including attorneys' fees) to the extent it is based on a claim that its personnel in the course of their engagement on the IT equipment maintenance infringed or violated the patent, copyright, license or other proprietary right of a third party.

6. INJUNCTIVE RELIEF

The Vendor acknowledges that the use or disclosure of the Proprietary Information in a manner inconsistent with this agreement will cause CETRAD irreparable damage, and that CETRAD shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.

7. AUTHORITY TO SIGN

If this agreement is signed, it is assumed that the individual signing the agreement has authority to execute the agreement on behalf of Vendor and agrees that the results of the ICT equipment/ plotters Maintenance or any other IT service shall not be shared with any third party.

8. COMPLIANCE WITH LAW

The Vendor agrees to abide by the Laws of Kenya.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CETRAD

Vendor

Print Name and Title

Print Name and Title

Authorized Signature

Authorized Signature

SECTION G: STANDARD FORMS

- 1) Price Schedules
- 2) Form of Tender
- 3) Tender Security Form
- 4) Contract Form
- 5) Performance Security Form
- 6) Mandatory Business Questionnaire
- 7) Declaration Form
- 8) Manufacturers authorization Form
- 9) Letter of Notification of Award

1.PRICE SCHEDULES

NOTE:

ALL QUOTES MUST BE IN KSHS.

The price should be inclusive of all taxes.

Note:

- i) In case of discrepancy between unit price and total, the unit price shall prevail
- ii) This tender shall be awarded per lot
- iii) Any use of brand names is for description purposes only, the vendor has the choice to give a different, but equal or better brand, but must be compatible with existing environment.

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

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

Signature and stamp of Bidder _____ Date _____

1. LOT 1_PRICE SCHEDULE 1

Bidder should provide detailed price schedule.

Below is the format:

#	Lot 1: Computers and Computer Accessories Item Description	Qty	Unit Price	VAT	Total Cost in Ksh
1	Desktop Computers	17			
2	APC UPS	17			
3	Wireless networks cards	17			
	Sub Total				
	VAT 16%				
	TOTAL SUM PRICE				

Name of Tenderer: _____

Tender Number _____

Signature and Stamp: _____

LOT 2_PRICE SCHEDULE 2

#	Lot 2: Printers & Ink Cartridges & Printing Paper Item Description	Qty	Unit Price	VAT	Total Cost in Ksh
1	A3 Deskjet Printers (series)	17			
2	Extra Ink Cartridges sets (Each set has 4 cartridges)	36 sets			
3	A3 Printing Papers	45 Reams			
	Sub Total				
	VAT 16%				
	TOTAL SUM PRICE				

Name of Tenderer: _____

Tender Number _____

Signature and Stamp: _____

LOT 3_PRICE SCHEDULE 3

#	Lot 3: Plotters & Ink Cartridges & Plotting Paper Item Description	Qty	Unit Price	VAT	Total Cost in Ksh
1	Plotters	9			
2	Extra Ink Cartridges sets (Each set has 4 cartridges)	36 sets			
3	Plotting Paper Rolls	80 Rolls			
	Sub Total				
	VAT 16%				
	TOTAL SUM PRICE				

Name of Tenderer: _____

Tender Number _____

Signature and Stamp: _____

LOT 4_PRICE SCHEDULE 4

#	Lot 4: Handheld GPS, Batteries and Chargers Item Description	Qty	Unit Price	VAT	Total Cost in Ksh
1	GPS systems	48			
2	Batteries	96			
3	Battery Charger	48			
	Sub Total				
	VAT 16%				
	TOTAL SUM PRICE				

Name of Tenderer: _____

Tender Number _____

Signature and Stamp: _____

LOT 5_PRICE SCHEDULE 5

PRICE SCHEDULE 2 – SOFTWARE

#	Lot 5: GIS/ RS Software Item Description	Qty	Unit Price	VAT	Total Cost in Ksh
1	17 ArcGIS software 10.6. or higher	17			
2	17 Spatial analyst 10.6 or higher	17			
	Sub Total				
	VAT 16%				
	TOTAL SUM PRICE				

Name of Tenderer: _____

Tender Number_____

Signature and Stamp: _____

2. FORM OF TENDER

Date _____

Tender No. **CETRAD KCEP-CRAL 04-2018**

To
CETRAD,
Buttsos Complex, 2nd Floor Off Hospital
Road of P.O Box 144-10400, Nanyuki,
Kenya

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda

No.s..... [Insert numbers,) of which is hereby duly acknowledged, we, the undersigned, offer to provide _____ (**Insert specific Lot 1-5**) in conformity with the said tender documents for the sum of [total tender Amount in words

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

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

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

4. We agree to abide by this Tender for a period of [number] _____ 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. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

Dated this _____ day of _____ 20__

{Signature} _____ {In the capacity of} _____

Duly authorized to sign tender for and on behalf of _____

3.TENDER SECURITY FORM

(To be on the Letterhead of the Bank)

Whereas _____ (hereinafter called “the Tenderer”) has submitted its tender date _____ for the provision of _____ (hereinafter called “the Tender”). KNOW ALL PEOPLE by these presents that WE

_____ of _____ (hereinafter called “the Bank”), are bound unto _____ (hereinafter called “the Employer”) in the sum for which payment well and truly to be made to the said Employer, 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:

If the Tenderer withdraws its Tender during the period of tender validity specified by the Tenderer on the Tender Form; or

If the Tenderer, having been notified of the acceptance of its Tender by the Employer during the period of tender validity:

fails or refuses to execute the Contract Form, if required; or

fails or refuses to furnish the performance security, in accordance with the Instructions to Tenderers;

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

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

(Signature and Seal of the Bank)

4. CONTRACT FORM

THIS AGREEMENT made the _____day of _____20____ between.....

[Name of procurement entity] of [country of Procurement entity] (hereinafter called "CETRAD") of the one part and [Name of tenderer] of[city and country of tenderer] (hereinafter called "the tenderer") of the other part.

WHEREAS **CETRAD** invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Tender Form
 - (b) Price Schedule submitted by the tenderer;
 - (c) The Schedule of Requirements;
 - (d) The Technical Specifications;
 - (e) The General Conditions of Contract;
 - (f) The Special Conditions of Contract; and
 - (g) CETRAD Notification of Award.
3. In consideration of the payments to be made by CETRAD to the tenderer as hereinafter mentioned, the tenderer hereby covenants with CETRAD to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. CETRAD hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for CETRAD)

Signed, sealed, delivered by _____ the _____ {for the tenderer}

In the presence of _____

5. PERFORMANCE SECURITY FORM

(To be on the Letterhead of the Bank)

To: CETRAD,
Buttsons Complex, 2nd Floor Off Hospital Road of
P.O Box 144-10400, NANYUKI. Kenya

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

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

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

To supply.....

[Description services](Hereinafter called “the contract”)

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

AND WHEREAS we have agreed to give the tenderer a guarantee: THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of.....

[Amount of the guarantee in words and figures],

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

This guarantee is valid until the

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

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

{Date}

6.MANDATORY BUSINESS QUESTIONNAIRE

(Must be filled by all applicants or tenderers' who choose to participate in this tender)

Name of Applicant (S)

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2(i) must be filled. You are advised that giving wrong or false information on this Form will lead to automatic disqualification / termination of your business proposal at your cost.

Part 1 – General

Business

Name:.....

Certificate of Incorporation / Registration No.

.....

Location of business premises: Country

Physical address.....Town

Building..... Floor..... Plot

No.Street / Road

Postal AddressPostal / Country

Code..... Telephone No's

..... Fax No's.

E-mail address

Website

Contact Person (*Full Names*) Direct / Mobile No's.

..... Title Power of Attorney (**Yes / No**) If **Yes**,

attach written document. Nature of Business (*Indicate whether manufacturer, distributor, etc*)

(Applicable to Local suppliers only)

Local Authority Business License / Trading License No. Expiry Date

.....

Value Added Tax No.....

Value of the largest single assignment you have undertaken to date (**US\$/KShs**)

..... Was this successfully undertaken? **Yes / No**.(If

Yes, attach reference)

Name (s) of your banker (s)

Branches Tel No's.

Part 2 (a) – Sole Proprietor

Full names
 Nationality..... Country of Origin
 *Citizenship details
 Company Profile (*Attach brochures*)

Part 2 (b) – Partnerships

Give details of partners as follows:

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship</u>	<u>Shares</u>
<u>Details</u>			
1.
2.
3.....
.....			
4.....
.....			
Company Profile .....(<i>Attach brochures</i>)			

Part 2 (c) – Registered Company

Private or public
 Company Profile(*Attach brochures or annual reports in case of public companies*)
 State the nominal and issued capital of the Company
 Nominal KShs
 Issued KShs

List of top ten (10) shareholders and distribution of shareholding in the company. Give details of all directors as follows:-

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
1.....
2.....
3.....
4.....

Part 2 (d) – Debarment

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

Full Names
 Signature
 Dated thisday of2018.

In the capacity of
Duly authorized to sign Tender for and on behalf of
.....

Part 2 (e) – Criminal Offence

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

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

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

Signed
For and on behalf of M/s
..... In the capacity of
.....

Dated thisday of2018.
Suppliers' / Company's Official Rubber Stamp

Part 2 (f) – Conflict of Interest

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

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

For and on behalf of M/s
In the capacity of
Dated thisday of2018
Suppliers' / Company's Official Rubber Stamp

Part 2 (g) – Interest in the Firm:

Is there any person / persons in CETRAD or any other public institution who has interest in the Firm? Yes / No? (Delete as necessary) Institution
.....

.....
(Title)

.....
(Signature)

.....
(Date)

Part 2(h) – Experience

Please list here below similar projects accomplished or companies / clients you have supplied with similar items or equipment in the last two (2) years.

Company Name	Country	Contract/ Order No.	Value
1.....	.....	.....	.....
2. ....	.....	.....	.....
3.....	.....	.....	.....
Contact person	(Full Names)	.....	E-mail address.....
Cell phone no	..... (Note: The person should be at the level of director)		

- Attach proof of citizenship
- Attach certified copies of the following documents:
 - a) Previous orders from companies supplied before
 - b) Certificate of Incorporation / Registration
 - c) Tax Compliance Certificate (for local suppliers)
 - d) VAT Certificate (for local suppliers)
 - e) Valid Local Authority / Business License / Trade License (for local suppliers)
 - f) The Power of Attorney)

Part 2(i) – Declaration

I / We, the undersigned state and declare that the above information is correct and that I / We give CETRAD authority to seek any other references concerning my / our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, etc.

Full names

Signature.....

For and on behalf of M/s

In the capacity of

Dated this.....day of2018.

Suppliers’ / Company’s Official Rubber Stamp

8.MANUFACTURER’S AUTHORIZATION FORM

CETRAD
Buttsons Complex, 2nd Floor
Off, Hospital Road
P.O. Box 144, 10400
NANYUKI, KENYA
www.cetrad.org

WHEREAS
[name of the Manufacturer]

who are established and reputable manufacturers of
“ _____ ” having factories

at.....
[address of factory]

do hereby authorize.....
[name and address of Agent]

to submit a tender, and subsequently negotiate and sign the Contract with you
against tender No.....
[reference of the Tender]

for the above goods manufactured by us.

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

[signature for and on behalf of Manufacturer]

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

9.LETTER OF NOTIFICATION OF AWARD

CETRAD
Buttsons Complex, 2nd Floor
Off, Hospital Road
P.O. Box 144, 10400
NANYUKI, KENYA
www.cetrad.org

To:

RE: TENDER NO. **CETRAD KCEP-CRAL 04-2018**

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