



LOCAL AUTHORITIES PROVIDENT FUND
P.O BOX 79592~00200 NAIROBI
Email: supplychain@lapfund.or.ke

TENDER DOCUMENT FOR:

**SUPPLY, DELIVERY, INSTALLATION, MIGRATION AND
COMMISSIONING OF SERVERS AND UNIFIED STORAGE SOLUTION**

TENDER NO: LAPFUND/ICT/SERVER/03/2023~2024.

CLOSING DATE: 14TH MAY 2024

CLOSING TIME: 10:00 AM

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INVITATION TO TENDER

Procuring Entity: Local Authorities Provident Fund (LAPFUND)

Tender Name: Supply, Delivery, Installation, Migration and Commissioning of Servers and Unified Storage Solution

Tender Number: LAPFUND/ICT/SERVER/03/2023-2024

1. The Local Authorities Provident Fund (LAPFUND) invites sealed tenders for the Supply, Delivery, Installation, Migration and Commissioning of Servers and Unified Storage Solution.
2. Tendering will be conducted under the Open Tender Method using a standardized tender document.
3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours 0800 to 1700 hours at LAPFUND Supply Chain Office, at 316 Upperhill Chambers 10th Floor.
4. Tender documents may be viewed and downloaded for free from the website www.lapfund.or.ke or the Public Procurement Information Portal www.tenders.go.ke.
5. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
6. Bidders who download the tender document must register their interest using the link <https://www.lapfund.or.ke/tenders/supplier-registration-servers>
7. Completed tenders must be delivered to the address below on or before **14th May 2024 at 10:00am**. Electronic Tenders will not be permitted.
8. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened at the address below in the presence of the Tenderers' designated representatives who choose to attend.
9. Late tenders will be rejected.
10. The addresses referred to above are:

A. Address for obtaining further information and for purchasing tender documents.

Chief Executive Officer
Local Authorities Provident Fund
P.O. Box 79592-00200
Nairobi, Kenya.
2nd Ngong Avenue, 316 Upperhill Chambers 10th floor
E-mail: supplychain@lapfund.or.ke
Tel No: 0709 805 000

B. Address for Submission of Tenders.


Chief Executive Officer
Local Authorities Provident Fund
P.O. Box 79592-00200
Nairobi, Kenya.
2nd Ngong Avenue, 316 Upperhill Chambers 10th floor
E-mail: supplychain@lapfund.or.ke
Tel No: 0709 805 000

C. Address for Opening of Tenders

Local Authorities Provident Fund
P.O. Box 79592-00200
Nairobi, Kenya.
2nd Ngong Avenue, 316 Upperhill Chambers 10th floor
E-mail: supplychain@lapfund.or.ke
Tel No: 0709 805 000

Name: Bernard Mbogoh

Designation: Ag. Chief Executive Officer

Signature:.....

Date:.....30/04/2024.....

PART 1 - TENDERING PROCEDURES

SECTION I: INSTRUCTIONS TO TENDERERS

A General Provisions

1. Scope of Tender

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

1.2 Throughout this tendering document:

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

2. Fraud and Corruption

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

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

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

3. Eligible Tenderers

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

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

3.2 Public Officers of LAPFUND, business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.

3.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:

- a) directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
- b) receives or has received any direct or indirect subsidy from another Tenderer; or
- c) has the same - representative or ownership as another Tenderer; or
- d) has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
- e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods that are the subject of the Tender; or
- f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation; or
- g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITT 1.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or has a close business or family relationship with a professional staff of the Procuring Entity (or of the project implementing agency, who: (i) are directly or indirectly involved in the preparation of the tendering document or specifications of the Contract, and/or the Tender evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tendering process and execution of the Contract.

3.4 A tenderer shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified.

3.5 A firm that is a Tenderer (either individually or as a JV member) shall not submit more than one Tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member, may participate as a subcontractor in more than one Tender. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender.

3.6 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT3.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the Contract including related Services.

3.7 Tenderer that has been debarred by the PPRA from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the PPRA's website www.ppra.go.ke

3.8 Tenderers that are state-owned enterprises or institutions may be eligible to compete and be awarded a Contract(s) only if they are (i) a legal public entity of the state Government and/or public administration, (ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis. Public employees and their close relatives are not eligible to participate in the tender.

3.9 Tenderers may be ineligible if their countries of origin (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting for supply of goods or services from that country, or any payments to any country, person, or entity in that country. A tenderer shall provide such documentary evidence of eligibility satisfactory to LAPFUND, as it shall reasonably request.

3.10 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by LAPFUND to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

3.11 Where the law requires tenderers to be registered with certain authorities in Kenya, such registration requirements shall be defined in the TDS

3.12 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section

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

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

4. Eligible Goods and Related Services

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

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

4.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized

article results that differs substantially in its basic characteristics from its components.

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

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

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

5. Sections of Tendering Document

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

PART 1: Tendering Procedures

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

PART 2: Supply Requirements

- v) Section V - Schedule of Requirements

PART 3: Contract

- vi) Section VI - General Conditions of Contract (GCC)
- vii) Section VII - Special Conditions of Contract (SCC)
- viii) Section VIII- Contract Forms

5.2 The notice of Invitation to Tender or the notice to the prequalified Tenderers issued by the Procuring Entity is not part of the tendering document.

5.3 Unless obtained directly from LAFUND, LAFUND shall not responsible for the completeness of the document, responses to requests for clarification, the minutes of the pre-tender meeting (if any), or addenda to the tendering document in accordance with ITT7.

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

6. Clarification of Tendering Document

6.1 A Tenderer requiring any clarification of the Tender Document shall contact LAFUND in writing at the LAFUND's address specified in the TDS or raise its enquiries during the pre- Tender meeting if provided for in accordance with ITT 6.4. LAFUND will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the TDS prior to the deadline for submission of tenders. LAFUND shall forward copies of its response to all tenderers who have acquired the Tender documents in

accordance with ITT 5.3, including a description of the inquiry but without identifying its source. If so specified in the TDS, LAFUND shall also promptly publish its response at the web page identified in the TDS. Should the clarification result in changes to the essential elements of the Tender Documents, LAFUND shall amend the Tender Documents following the procedure under ITT 7.

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

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

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

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

7. Amendment of Tendering Document

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

7.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tender document from LAFUND in accordance with ITT

6.3. LAFUND shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 7.1.

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

C. Preparation of Tenders

8. Cost of Tendering

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

9. Language of Tender

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

10. Documents Comprising the Tender

10.1 The Tender shall comprise the following:

- a) Form of Tender prepared in accordance with ITT11;
- b) Price Schedules: completed in accordance with ITT 11 and ITT 13;
- c) Tender Security or Tender-Securing Declaration, in accordance with ITT 18.1;
- d) Alternative Tender: if permissible, in accordance with ITT12;
- e) Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT19.3;
- f) Qualifications: documentary evidence in accordance with ITT 16.2 establishing the Tenderer qualifications to perform the Contract if its Tender is accepted;
- g) Tenderer Eligibility: documentary evidence in accordance with ITT16.1 establishing the Tenderer eligibility to tender;
- h) Eligibility of Goods and Related Services: documentary evidence in accordance with ITT 15, establishing the eligibility of the Goods and Related Services to be supplied by the Tenderer;
- i) Conformity: documentary evidence in accordance with ITT15.2 that the Goods and Related Services conform to the tender document; and
- j) any other document required in the TDS.

10.2 In addition to the requirements under ITT 10.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.

10.3 The Tenderer shall furnish in the Form of Tender information on commissions gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Tender.

11. Form of Tender and Price Schedules

11.1 The Form of Tender and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialize pages of all tender documents submitted.

12. Alternative Tenders

12.1 Unless otherwise specified in the TDS, alternative Tenders shall not be considered.

13. Tender Prices and discounts

13.1 The prices quoted by the Tenderer in the Form of Tender and in the Price, Schedules shall conform to the requirements specified below.

13.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.

13.3 The price to be quoted in the Form of Tender in accordance with ITT10.1 shall be the total price of the Tender, including any discounts offered.

13.4 The Tenderer shall quote any discounts and indicate the methodology for their application in the form of tender. Conditional discounts will be rejected.

13.5 Prices quoted by the Tenderer shall be fixed during the performance of the Contract and not subject to variation on any account, unless otherwise specified in the TDS. A Tender submitted with an adjustable price

quotation shall be treated as non-responsive and shall be rejected, pursuant to ITT 28. However, if in accordance with the TDS, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract, a Tender submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

13.6 If specified in ITT 1.1, Tenders are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the TDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 13.4 provided the Tenders for all lots (contracts) are opened at the same time.

13.7 The terms EXW, CIP, CIF, DDP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce.

13.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Tendering Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Tenders by LAPFUND. This shall not in any way limit LAPFUND's right to contract on any of the terms offered. In quoting prices, the Tenderer shall be free to use transportation through carriers registered in any eligible country. Similarly, the Tenderer may obtain insurance services from any eligible country in accordance with ITT 3.6, Eligible Tenders. Prices shall be entered in the following manner:

a) For Goods manufactured in Kenya:

- i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the- shelf, as applicable) final destination point indicated in the TDS, including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
- ii) any sales tax and other taxes which will be payable in Kenya on the Goods if the Contract is awarded to the Tenderer; and
- iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination specified in the TDS.

b) For Goods manufactured outside Kenya, to be imported:

- i) The price of the Goods, quoted CIP named place of destination, in Kenya, as specified in the TDS;
- ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination specified in the TDS;

c) For Goods manufactured outside Kenya, already imported:

- i) the price of the Goods, including the original import value of the Goods; plus, any mark-up (or rebate); plus, any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;
- ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
- iii) any sales and other taxes levied in Kenya which will be payable on the Goods if the Contract is awarded to the Tenderer; and
- iv) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the TDS.

d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).

14. Currencies of Tender and Payment

14.1 The currency (ies) of the Tender, the currency (ies) of award and the currency (ies) of contract payments shall be the same.

14.2 The Tenderer shall quote in Kenya shillings. If allowed in the TDS, the Tenderer may express the Tender price in any currency, provided it shall use no more than two foreign currencies in addition to the Kenya Shilling.

14.3 The rates of exchange to be used by the Tenderer shall be based on the exchange rates provided by the Central Bank of Kenya on the date 30 days prior to the actual date of tender opening.

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

15.1 To establish the eligibility of the Goods and Related Services in accordance with ITT 15, Tenderers shall complete the country-of-origin declarations in the Price Schedule Forms, included in Section IV, Tendering Forms.

15.2 To establish the conformity of the Goods and Related Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.

15.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section V, Schedule of Requirements.

15.4 The Tenderer shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the TDS following commencement of the use of the goods by the LAPFUND.

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

16. Documents Establishing the Eligibility and Qualifications of the Tenderer

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

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

a) that, if required in the TDS, a Tenderer that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Tendering Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Kenya;

b) that, if required in the TDS, in case of a Tenderer not doing business within the Kenya, the Tenderer is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts- stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

c) that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

17. Period of Validity of Tenders

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

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

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

a) in the case of fixed price contracts, the Contract price shall be the tender price adjusted by the factor specified in the TDS;

b) in the case of adjustable price contracts, no adjustment shall be made; or in any case, tender evaluation shall be based on the tender price without taking into consideration the applicable correction from those indicated above.

18. Tender Security

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

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

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

i) cash;

ii) a bank guarantee;

iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or

iv) a letter of credit; or

v) guarantee by a deposit taking micro-finance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.

18.4 If an unconditional guarantee is issued by a non-Bank financial institution located outside Kenya, the issuing non-Bank financial institution shall have a correspondent financial institution located in Kenya to make it enforceable unless LAFUND has agreed in writing, prior to Tender submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Tender Security shall be submitted either using

the Tender Security Form included in Section IV, Tendering Forms, or in another substantially similar format approved by LAFUND prior to Tender submission. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 17.2.

18.5 If a Tender Security is specified pursuant to ITT 18.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by LAFUND as non-responsive.

18.6 If a Tender Security is specified pursuant to ITT 18.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer signing the Contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.

18.7 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.

18.8 The Tender Security may be forfeited or the Tender Securing Declaration executed:

- a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or
- b) if the successful Tenderer fails to:
 - i) sign the Contract in accordance with ITT 45; or
 - ii) furnish a Performance Security in accordance with ITT 46.

18.9 Where tender securing declaration is executed, LAFUND shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.

18.10 The Tender Security or Tender- Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender Security or Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT 3.1 and ITT 10.2.

18.11 A tenderer shall not issue a tender security to guarantee itself.

19. Format and Signing of Tender

19.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it "ORIGINAL." Alternative Tenders, if permitted in accordance with ITT 12, shall be clearly marked "ALTERNATIVE." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the TDS and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

19.2 Tenderers shall mark as "CONFIDENTIAL" information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

19.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the TDS and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

19.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf

of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by each members' legally authorized representatives.

19.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

20 Sealing and Marking of Tenders

20.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to LAPFUND and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:

- a) in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT 11; and
- b) in an envelope or package or container marked "COPIES", all required copies of the Tender; and
- c) if alternative Tenders are permitted in accordance with ITT 12, and if relevant:
 - i) in an envelope or package or container marked "ORIGINAL –ALTERNATIVE TENDER", the alternative Tender; and
 - ii) in the envelope or package or container marked "COPIES- ALTERNATIVE TENDER", all required copies of the alternative Tender.

20.2 The inner envelopes or packages or containers shall:

- a) bear the name and address of LAPFUND
- b) bear the name and address of the Tenderer; and
- c) bear the name and Reference number of the Tender.

20.3 Where a tender package or container cannot fit in the tender box, LAPFUND shall:

- a) Specify in the TDS where such documents should be received.
- b) maintain a record of tenders received and issue acknowledgement receipt note to each tenderer specifying time and date of receipt.
- c) Ensure all tenders received are handed over to the tender opening committee for opening at the specified opening place and time.

20.4 If an envelope or package or container is not sealed and marked as required LAPFUND will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.

21. Deadline for Submission of Tenders

21.1 Tenders must be received by LAPFUND at the address and no later than the date and time specified in the TDS. When so specified in the TDS, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the TDS.

21.2 LAPFUND may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT7, in which case all rights and obligations of LAPFUND and Tenderers

previously subject to the deadline shall thereafter be subject to the deadline as extended.

22. Late Tenders

22.1 LAFUND shall not consider any Tender that arrives after the deadline for submission of Tenders. Any Tender received by LAFUND after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

23. Withdrawal, Substitution, and Modification of Tenders

23.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT19.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

a) prepared and submitted in accordance with ITT 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and

b) received by LAFUND prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22.

23.3 Tenders requested to be withdrawn in accordance with ITT 23.1 shall be returned unopened to the Tenderers.

23.4 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

24. Tender Opening

24.1 Except as in the cases specified in ITT 23, LAFUND shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified in the TDS in the presence of Tenderers' designated representatives who choose to attend, including to attend any specific electronic tender opening procedures if electronic tendering is permitted in accordance with ITT 21.1, shall be as specified in the TDS.

24.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

24.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

24.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.

24.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer

and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security, if required; and any other details as LAFUND may consider appropriate.

24.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bills of Quantities are to be initialed by the members of the tender opening committee attending the opening. The number of representatives of LAFUND to sign shall be specified in the TDS.

24.7 LAFUND shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 22.1).

24.8 LAFUND shall prepare a record of the Tender opening that shall include, as a minimum:

- a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
- b) the Tender Price, per lot (contract) if applicable, including any discounts;
- c) any alternative Tenders;
- d) the presence or absence of a Tender Security or Tender-Securing Declaration, if one was required;
- e) number of pages of each tender document submitted.

24.9 The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer signature on the record shall not invalidate the contents and effect of the record.

A copy of the tender opening register shall be issued to a Tenderer upon request.

E. Evaluation and Comparison of Tenders

25. Confidentiality

25.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the tendering process until the information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 41.

25.2 Any effort by a Tenderer to influence LAFUND in the evaluation or contract award decisions may result in the rejection of its Tender.

25.3 Notwithstanding ITT 25.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact LAFUND on any matter related to the Tendering process, it should do so in writing.

26. Clarification of Tenders

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

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

27. Deviations, Reservations, and Omissions

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

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

28. Determination of Responsiveness

LAPFUND’s determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT28.2.

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

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

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

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

29. Non-conformities, Errors and Omissions

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

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

29.3 Provided that a Tender is substantially responsive, LAPFUND shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the TDS. The adjustment shall be based on the average price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, LAPFUND shall use its best estimate.

30. Arithmetical Errors

30.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

30.2 Provided that the Tender is substantially responsive, LAPFUND shall handle errors on the following basis:

a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive .

b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and

c) if there is a discrepancy between words and figures, the amount in words shall prevail.

30.3 Tenderers shall be notified of any error detected in their bid during the notification of award.

31. Conversion to Single Currency

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

32. Margin of Preference and Reservations

32.1 A margin of preference may be allowed on locally manufactured goods only when the contract is open to international tendering, where the tender is likely to attract foreign goods and where the contract exceeds the threshold specified in the Regulations.

32.2 For purposes of granting a margin of preference on locally manufactured goods under international competitive tendering, LAPFUND shall not subject the items listed below to international tender and hence no margin of preference shall be allowed. The affected items are:

a) motor vehicles, plant and equipment which are assembled in Kenya;

b) furniture, textile, foodstuffs, oil and gas, information communication technology, steel, cement, leather agro-processing, sanitary products, and other goods made in Kenya; or

c) goods manufactured, mined, extracted or grown in Kenya.

32.3 A margin of preference shall not be allowed unless it is specified so in the TDS.

32.4 Contracts procured on basis of international competitive tendering shall not be subject to reservations to specific groups as provided in ITT 32.5.

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

33. Evaluation of Tenders

33.1 LAPFUND shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, LAPFUND shall determine the Lowest Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:

- a) substantially responsive to the tender documents; and
- b) the lowest evaluated price.

33.2 Price evaluation will be done for Items or Lots (contracts), as specified in the TDS; and the Tender Price as quoted in accordance with ITT 14. To evaluate a Tender, LAPFUND shall consider the following:

- a) price adjustment due to unconditional discounts offered in accordance with ITT 13.4;
- b) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 31;
- c) price adjustment due to quantifiable nonmaterial non-conformities in accordance with ITT 29.3; and
- d) any additional evaluation factors specified in the TDS and Section III, Evaluation and Qualification Criteria.

33.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.

33.4 Where the tender involves multiple lots or contracts, the tenderer will be allowed to tender for one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT 33.2. The methodology to determine the lowest evaluated tenderer or tenderers based one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

33.5 LAPFUND's evaluation of a Tender will include and consider:

- a) in the case of Goods manufactured in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Tenderer;
- b) in the case of Goods manufactured outside Kenya, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Tenderer;

33.6 LAPFUND's evaluation of a Tender may require the consideration of other factors, in addition to the Tender Price quoted in accordance with ITT 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Tenders, unless otherwise specified in the TDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The additional criteria and methodologies to be used shall be as specified in ITT 33.2(d).

34. Comparison of Tenders

34.1 LAPFUND shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 33.2 to determine the Tender that has the lowest evaluated cost. The comparison shall be on the basis of total cost (place of final destination) prices for all goods and all prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Kenya, together with prices for any required installation, training, commissioning and other services.

35. Abnormally Low Tenders

35.1 An Abnormally Low Tender is one where the Tender price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the Tender price raises material concerns with LAPFUND as to the capability of the Tenderer to perform the Contract for the offered Tender price.

35.2 In the event of identification of a potentially Abnormally Low Tender by the evaluation committee,

LAPFUND shall seek written clarification from the Tenderer, including a detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the tendering document.

35.3 After evaluation of the price analysis, in the event that LAPFUND determines that the Tenderer has failed to demonstrate its capability to perform the contract for the offered Tender price, LAPFUND shall reject the Tender.

36. Abnormally High Tenders

36.4 An abnormally high price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that LAPFUND is concerned that it may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

36.5 In case of an abnormally high tender price, LAPFUND shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender

Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. LAPFUND may also seek written clarification from the tenderer on the reason for the high tender price. LAPFUND shall proceed as follows:

i) If the tender price is abnormally high based on wrong estimated cost of the contract, LAPFUND may accept or not accept the tender depending on its budget considerations.

ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, LAPFUND shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

36.6 If LAPFUND determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (often due to collusion, corruption or other manipulations), LAPFUND shall reject all Tenders and shall institute or cause relevant Government Agencies to institute an investigation on the cause of the compromise, before retendering.

37. Post-Qualification of the Tenderer

37.1 LAPFUND shall determine, to its satisfaction, whether the eligible Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

37.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer qualifications submitted by the Tenderer, pursuant to IIT 15 and 16. The determination shall not take into consideration the qualifications of other firms such as the Tenderer subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the tendering document), or any other firm(s) different from the Tenderer.

37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event LAPFUND shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer qualifications to perform satisfactorily.

38. Lowest Evaluated Tender

38.1 Having compared the evaluated prices of Tenders, LAFUND shall determine the Lowest Evaluated Tender. The Lowest Evaluated Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:

- a) most responsive to the Tender document; and
- b) the lowest evaluated price.

39. LAFUND's Right to Accept Any Tender, and to Reject Any or All Tenders.

39.1 LAFUND reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to notification Award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenderers shall be notified with reasons and all Tenders submitted and specifically, tender securities, shall be promptly returned to the Tenderers.

F. Award of Contract

40. Award Criteria

40.1 LAFUND shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender in accordance with procedures in Section 3: Evaluation and Qualification Criteria.

41. LAFUND's Right to Vary Quantities at Time of Award

41.1 LAFUND reserves the right at the time of Contract award to increase or decrease, by the percentage (s) for items as indicated in the TDS.

42. Notice of Intention to enter into a Contract

Upon award of the contract and Prior to the expiry of the Tender Validity Period LAFUND shall issue a Notification of Intention to Enter into a Contract / Notification of award to all tenderers which shall contain, at a minimum, the following information:

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

43. Standstill Period

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

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

44. Debriefing by LAFUND

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

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

45. Letter of Award

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

46. Signing of Contract

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

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

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

47. Performance Security

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

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

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

48. Publication of Procurement Contract

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

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

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

49. Procurement Related Complaints and Administrative Review

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

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

SECTION II – TENDER DATA SHEET (TDS)

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

ITT Reference	Particulars Of Appendix To Instructions To Tenders
A. General	
ITT 1.1	The reference number of the Invitation for Tenders: TENDER NO LAFUND/ICT/SERVER/03/2023-2024 The Procuring Entity is: Local Authorities Provident Fund (LAFUND) The name of the Contract is: Supply, Delivery, Installation, Migration and Commissioning of Servers and Unified Storage Solution
ITT 1.2(a)	Electronic –Procurement System The electronic tendering submission procedures have been specified below: NOT APPLICABLE
ITT 3.1	Joint Ventures <i>Not Allowed</i>
ITT 3.7	1) A list of debarred firms and individuals is available on the PFRA’s website: www.ppra.go.ke 2) Tenderers with any record of unethical practice or unsatisfactory or default in performance shall NOT be considered for evaluation, award or otherwise. For avoidance of doubt, this shall include any tenderer with unresolved case(s) in its conduct or performance obligations for more than two (2) months in any contract.
B. Contents of Tendering Document	
ITT 6.1	For Clarification of Tender purposes only, LAFUND’s address is: Chief Executive Officer Local Authorities Provident Fund P.O. Box 79592-00200 Nairobi, Kenya 2nd Ngong Avenue, 316 Upperhill Chambers, 10th

	<p>floor.</p> <p>Tel: No: 0709-805-000</p> <p><i>mail address: supplychain@lapfund.or.ke, to reach the LAPFUND not later than seven (7) days before tender closing date).</i></p>
ITT 6.2	A pre-bid meeting is <i>not required</i> .
ITT 6.3	The questions to reach LAPFUND not later than seven (7) days before tender closing date.
	C. Preparation of Tenders

ITT Reference	Particulars Of Appendix To Instructions To Tenders
ITT 11.1	The bidder must ensure serialization of bid document submitted as per Section 74(1)(i) of PPADA,2015
ITT 12.1	Alternative Tenders SHALL not be considered.
ITT 13.5	The prices quoted by the Tenderer shall not be subject to adjustment during the performance of the Contract.
ITT 13.6	Prices quoted for each item (contract) shall correspond at least to 100% of the items specified for each (contract). Prices quoted for each item shall correspond at least to 100% of the quantities specified for this item.
ITT 13.7	Tenderers shall quote on Delivered Duty Paid (DDP)
ITT 13.8 (a) (i) and (iii)	Place of final destination shall be 316 Upperhill Chambers 10TH FLOOR as specified under Section V – Schedule of Requirements.
ITT 14.2	The price offered by local bidders shall be in Kenya Shillings
ITT 15	<p>To establish the conformity of the Goods and Related Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.</p> <ol style="list-style-type: none"> 1) The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description including; <ol style="list-style-type: none"> i. Catalogues and brochures 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. 3) The Goods to be supplied under the intended contract are new, unused, of the most recent or current specification and incorporate all recent improvements in design and materials unless provided otherwise in the Tender. 4) The Warranty shall also warrant that the Goods in the Tenderer’s bid have no defect arising from manufacture, materials or workmanship or from any act or omission of the Tenderer that may develop under normal use of the Goods under the conditions obtaining in Kenya.
ITT 15.4	The Warranty will remain valid for two years – twenty four (24) Months after the Goods, or any portion thereof as the case may be, have been delivered to the destination indicated in the contract.
ITT 16.2 (a)	Manufacturer’s authorization is Required ,

ITT 17.1	The Tender validity period shall be <i>one hundred and twenty-six (126) days</i> after date of tender opening. A Tender valid for shorter period shall be <i>rejected</i> .
ITT 18.1	A <i>Tender Security “shall be”</i> required. A Tender-Securing Declaration <i>“shall not be”</i> required. A Tender Security valid for 126 days after the date of bid submission shall be required in form of bank guarantee only and in the given amounts as stated below. The amount and currency of the Tender Security shall be Kshs.140,000.00 (One Hundred and Forty Thousand Kenya Shillings)

ITT Reference	Particulars Of Appendix To Instructions To Tenders
ITT 19.1	In addition to the original tender document, the number of copies is two (2) .
ITT 19.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: a) A company resolution in case of a Director/Partner signing (not applicable for sole proprietorship or where the company has got only one director, or where all Directors have signed) or; (b) Power of Attorney where a person other than the director / Partner/ Owner is signing.
	D. Submission and Opening of Tenders
ITT 20.3	Mode of submission will be LAPFUND 10th floor Reception office
ITT 21.1	The Tender opening shall take place at the time and the address for Opening of Tenders Provided below: Local Authorities Provident Fund P.O. Box 79592-00200 Nairobi, Kenya. 2nd Ngong Avenue, 316 Upperhill Chambers 10th floor E-mail: supplychain@lapfund.or.ke Tel No: 0709 805 000 State date and time of tender opening. Monday 14 th May 2024 at 10:00 am (East Africa Time).
ITT 23	Withdrawals, substitution or modifications Not applicable
ITT 24	Public opening will be done at the LAPFUND Offices 10 th floor
ITT 24.6	The number of representatives of the Procuring Entity to sign is a minimum of three.
	E. Evaluation and Comparison of Tenders
ITT 27.1	Deviations, reservations or omissions shall not apply.

ITT 28.1	<p>a. Prior to the detailed Technical and Financial evaluation, LAPFUND will determine the substantial responsiveness of each Tender. For purposes of this tender, a substantially responsive Tender is one that conforms to the requirements of Preliminary Evaluation. LAPFUND's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.</p> <p>b. LAPFUND will examine the Tenders to determine whether they conform to the Preliminary Evaluation Criteria set out in the Section III - Evaluation Criteria.</p> <p>c. Notwithstanding the contents of the foregoing sub-paragraphs, if a Tender is not substantially responsive, it will be rejected at the earliest stage of evaluation by LAPFUND and cannot subsequently be made responsive by the Tenderer by correction of any non-conformity.</p>
ITT 29.3	The manner to rectify quantifiable nonmaterial nonconformities shall be addressed under Section III Evaluation and Qualification Criteria.
ITT 30	Arithmetical errors shall not be corrected. The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity
ITT 31.1	The currency that shall be used for tender evaluation and comparison purposes is Kenya Shillings.
ITT 32.3	A margin of preference <i>"shall Not"</i> apply for this tender
ITT 32.5	This tender is Open to local bidders only .
ITT 33.2	1. Evaluation of tenders shall be done <i>on item basis. There shall be no price adjustments.</i>

ITT Reference	Particulars Of Appendix To Instructions To Tenders
ITT 33.2 (d)	Additional evaluation factors are: (a) <i>that the Supplier's offered Delivery Schedule meets LAFUND's requirements</i> (b) <i>that the Supplier's offered Terms of Payment meets LAFUND's requirements</i>
ITT 37.3	The eligible Tenderer selected Must submit the lowest evaluated cost and substantially responsive Tender, meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
	F. Award of Contract
ITT 40	<i>Mode of award shall be in accordance with the following:</i> 1. Lowest responsive bidder
ITT42	a) Simultaneously, and without prejudice to the contents of clause 41, on issuance of Notification to Conclude award of contract to the successful Tenderer, LAFUND shall notify each unsuccessful Tenderer. A notification of the tender outcome does not reduce the validity period for any tender security whether the Tenderer is successful or not, except where such tender security is officially released to the Bank and/or the Tenderer and such Bank discharged of all its obligations by LAFUND prior to the expiry of its stated validity period
ITT 49.1	The procedures for making a Procurement-related Complaint are detailed in the "Notice of Intention to Award the Contract" herein and are also available from the PPRA Website www.ppra.go.ke . If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to: For the attention: <i>Manager Supply Chain</i> Email address: supplychain@lapfund.or.ke] In summary, a Procurement-related Complaint may challenge any of the following: 1. the terms of the Tendering Documents; and 2. the Procuring Entity's decision to award the contract.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provisions

1.1 Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:

- a) For business turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
- b) Value of single contract - Exchange rate prevailing on the date of the contract signature.
- c) Exchange rates shall be taken from the publicly available source identified in the ITT 14.3. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

1.2 This section contains the criteria that the Procuring Entity shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than those specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use the Standard Tender Evaluation Report for Goods and Works for evaluating Tenders.

2. Evaluation of Tenders (ITT 33)

2.1 Successful Tender or Tenders

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

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

2.2 Evaluation of Tenders

Preliminary examination for Determination of Responsiveness

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

3.1 Section 1 ~ Preliminary Evaluation Criteria Under clause 28.2 of the ITT. These are mandatory requirements. This shall include confirmation of submission of the following: ~

STAGE 1: Preliminary Mandatory Requirements (MR)

The following mandatory requirements must be met notwithstanding other requirements in the documents:

No.	Requirements	Bidder's Response (Attach documents) Yes/No
MR 1	Tenderers must provide a copy of Valid Tax Compliance certificate. The tax compliance certificate must be valid as at the date of tender opening	
MR 2	Tenderers must duly fill, sign and stamp the Confidential Business questionnaire provided in the Tender Document	
MR 3	Tenderers must duly fill sign and stamp the Form of tender provided in the Tender document	
MR 4	Tenderers must duly fill, sign and stamp the Price schedules provided in the tender document	
MR 5	Duly filled, signed and stamped Tender Securing Declaration Form SD1	
MR 6	Duly filled, signed and stamped Tender Securing Declaration Form SD2	
MR 7	Tenderers must duly fill, sign and stamp the Form of Independent Tender Determination provided in the Tender document.	
MR 8	Tenderers must duly fill, sign and stamp the Form Declaration and Committed to the Code of Ethics provided in the Tender document.	
MR 9	Tenders must provide an Original Tender Security (Bid Bond) of Kenya Shillings One hundred and Forty Thousands, i.e. KES 140,000 in form a guarantee from an insurance comp by the Insurance Regulatory Authority and listed by the Public Procurement authority (PPRA) or bank licensed by the Central Bank of Kenya. They shall be valid for 126 days as provided in this TDS	
MR 10	Tenderers must provide a copy of Valid Trade License	
MR 11	Tenderers must provide a copy of CR12 from issued by the Registrar of companies (not more than 6 months)	
MR 12	Tenderers must provide a copy of a Pin Certificate	
MR 13	Submission of ONE (1) Original Tender Document and TWO (2) Copies	
MR 14	Tenderers must provide copies of audited financial accounts for the company for the last three accounting years. The bidder's annual turnover in the sale, supplies & installation of IT systems should be at least Ksh 20,000,000 for the last 3 Financial years to be supported by authentic documentary evidence (audited	

	balance sheet) and confirmation regarding turnover.	
MR 15	Bidders are required to provide Manufacturer Authorization Letter and partnership letter from the vendors of the proposed solution addressed to LAFUND.	
MR 16	Power of Attorney authorizing the signatory of the Tender to commit the Tenderer in accordance with the Tender requirements. Proof of authorization shall be furnished in the form of power of attorney which shall accompany the tender if the signatory to the tender is Level Partnership Bidder Must be a Preferred level partner with NetApp, Silver Reseller or above with Veeam and a Broadcom/VMware partner. Attach the three partnership certificates showing the same not a director of the company (provide name and attach proof of citizenship of the signatory to the tender).	
MR 17	Level Partnership Bidder Must be a Preferred level partner with NetApp Silver Reseller or above with Veeam and a Broadcom/VMware partner. Attach the three partnership certificates showing the same	
MR 18	ICTA Accreditation Bidder Must have at least level 2 ICTA accreditation in Data Center and Level 3 in ICTNetworks and Information Security Competencies. Attach all three Certifications.	

3.2 Section II (Part 1, Part 2 and Part 3) - Technical Evaluation Criteria
(Compliance Part 1 & Part 2)

Part 1

Technical Evaluation Specifications For Storage Hardware – Quantity Required 1 piece.

Tenderers will proceed to **Part 2** if they only qualify in compliance in **Part 1**

	ITEM/FEATURE	REQUIREMENT	COMPLIANT/ NON-COMPLIANT	REMARKS
1	OS Support	The storage array should support industry-leading Operating System platforms & clustering including Linux & Unix distributions, <i>Windows Server 2008, Windows Server 2012, Windows Server 2016, Windows Server 2019, VMware, Sun Solaris, HP-UX, OpenVMS and IBM- AIX</i> etc.		
2	Protocols required	Must support unified access of data through Storage protocols supported: FC, FCoE, iSCSI & Amazon S3 object protocols. The storage system must support serving all protocols without an external appliance.		
3	Flexible Raid Setup	Double disk failure protection to be set with flexibility (4+2 up to 18+2 or 26+2).		
		Double disk failure protection to not affect performance, max 10-15% RAID penalty.		
		Option to support triple disk failure protection for large disk drives.		
4	Data Compression	Must support inline data compression on all protocols (+all media types, SSD and hard drives).		
5	Data Compaction	Must support inline elimination of zero blocks on all protocols (+all media types, SSD and hard).		
6	Dedupe	Must support inline data deduplication on all protocols (+all media types, SSD and hard drives).		
7	Storage thin provisioning	Must support thin provisioning on all protocols (+all media types, SSD).		
8	Multiprotocol	Must support serving all protocols (File & Object) without an external appliance.		
9	Hybrid configs support	Storage must have the capability to mix SSD sizes within a system/controller. Additionally, the storage must support horizontal scale with controllers that use spinning drives whilst maintaining all controllers within one scale-out storage cluster.		
10	SSD Mixing	Must support to mix SSD sizes within a single storage/capacity		

	ITEM/FEATURE	REQUIREMENT	COMPLIANT/ NON-COMPLIANT	REMARKS
		pool.		
11	Scale-out configs	The system must support scale-out from 2 to 24 nodes/controllers (12 HA pairs) in a single storage cluster for the same protocol (i.e., cannot be shared like x FC node and y NAS node).		
12	Cloud-ready architecture	The storage system must support secure multitenancy to isolate tenant network, data and management traffic. System must also support clear separation of data belonging to different tenants using Storage virtual machines (SVMs).		
13	Perf. guarantees	The storage system must support QoS to safeguard SLAs in multi-workload and multi-tenant environments, avoiding the noisy neighborhood effect (set on LUN/Volume or tenant level).		
14	Adaptive QoS	The system must provide QoS to support all protocols in the system allowing prioritization for different workloads.		
15	NDO operations	The system must support non-disruptive controller upgrades to a newer generation. Non-disruptive OS & firmware upgrades must also be supported.		
16	Offsite data replication	The storage must be licensed to support remote storage to storage replication to Flash or disk-based systems in an offsite facility as well as to hyperscale cloud (GCP, AWS & Azure). Note LAPPFUND has a FAS 2700 storage system in the DR site and uses NetApp based storage to storage replication for offsite Backup & DR protection.		
17	SDC protection	The storage must provide data protection capability to protect against Silent Data Corruption (SDC). Explain.		
18	Non disruptive ops.	The system must support to online moving of data within the storage system between different pools with no assistance on the host.		
19	Data protection using snapshots (onsite & offsite)	The system must support snapshot at the storage volume level without performance degradation (even when 100s or 1000s of snaps are created).		

	ITEM/FEATURE	REQUIREMENT	COMPLIANT/ NON-COMPLIANT	REMARKS
		Must include storage level replication technology for replicating volume and snapshot data across geographical locations and also to hyperscale cloud (Azure, GCP, AWS).		
21	App aware snapshots	The system must support application integration using specific app storage plugins to create snapshots inside the particular applications' backup catalogs enabling application-aware data protection and restore operations for granular application items or databases: (VMware, Hyper-V, Oracle, MSSQL, Exchange, SharePoint, SAP HANA, Active Directory, PostgreSQL, etc.)		
22	Snapshots restore to prod.	Must support single file restores from snapshots as well as restore of whole VMs from storage snapshots onsite or offsite.		
23	Flex clones for dev/test	The system must support the creation of flexible clones from snapshots that have zero impact on the organization's data retention plans.		
24	Volume clones	The system must support the creation of clones from volumes directly.		
25	Clones of Clones	The system must support the creation of clones of clones.		
26	Data encryption	The system must support Software encryption of select data on a Volume and Aggregate Level (Data encryption software to be included).		
27	Encryption	Encryption to support both system level or external key managers with Multitenancy.		
28	Auto support.	Must have support for phone home feature to improve support experience and ensure issues and detected quickly & proactively for a low MTTR.		
29	AD-based authentication.	Must support Active Directory-based authentication for storage management.		
30	RBAC	Must support RBAC (role-based access control) to define multiple types of administrators		
31	Scale out	Must support scale-out by adding controllers with SSD-only (All-Flash controllers/capacity)		

	ITEM/FEATURE	REQUIREMENT	COMPLIANT/ NON-COMPLIANT	REMARKS
		Must support scaling out by adding spinning hard drives or hybrid controllers/capacity		
32	Automation of Day2 Ops.	Must support automation of storage operations including DR failover/fallback automation tools such as (Ansible, and Terraform)		
33	Monitoring	Must support storage performance monitoring including storing historical data for long-term access (at least 1 year)		
34	UTA ports	<p>Must support unified ports (using 10\1GbE or 16Gbs FC or FCoE on the same physical port based on software configuration)</p> <ul style="list-style-type: none"> • 4x UTA2 (16Gb FC): Host connectivity • 4X 1GbE copper ports also required. <p>Must also support 2x 12Gb mini-HD SAS: External storage attachment.</p>		
35	Scale in both capacity & perf.	Scale-out to support mixed type of HW, different performance levels also different generations of nodes for flexible scaling with either performance or capacity configs.		
36	The solution must have space-efficient replication	Replication software to support efficiency technologies on the source, e.g., if dedupe/compression saved data, those savings to remain through the replication process.		
37	Data Compression in transit.	The solution must support network compression for replication.		
38	Failover/fallback	The solution must support Active/Active replication with automated Failover for SAN workloads with consistency groups.		
39	NDO ops.	Online drive updates must be performed while the filesystem is up and operational.		
40	Non-disruptive ops.	The solution must support online firmware updates to controllers, disk modules, and ALL associated elements without unmounting/idling the filesystem.		
41	Non-disruptive ops.	Upgrade of capacity should be able to be done on-line with the filesystem fully operational (adding more disks and shelves)		

	ITEM/FEATURE	REQUIREMENT	COMPLIANT/ NON-COMPLIANT	REMARKS
42	Native Data backup technologies.	The solution must support backing up natively via snapshots based on Policy/retention and store those snapshots to Disk and also to Object Storage on-premises or in the cloud.		
43	Data tiering.	The solution must support Tiering the cold Data or Snapshot data to another Storage System over S3 or to the Cloud S3 Object storage.		
44	Failure domains	Support for separate failure domains within the array and cluster		
45	MFA	Must support multifactor authentication.		
46	SSO	Support single sign-on across web-based tools		
47	Raw capacity	Maximum effective capacity: 316.3PB		
48	Max SSD Drives Supported	Maximum SSD drives: 2,880 drives		
49	SAN Scaleout	SAN scale-out: 1-12 nodes (6 HA pairs)		
50	Max effective capacity-cluster	Maximum effective capacity: 316.3PB		
51	Cloud-optimized unified storage platform	Easily move your data between your on-premises storage system and cloud environments using storage-level replication software.		
52	Security	Avoid unauthorized data access and secure your data at rest and in transit across your hybrid cloud.		
53	Hyperscale listed	The storage solution must be listed with all the three major hyperscalers i.e., Azure, AWS & GCP with ability to setup direct replications to their cloud and vice versa.		
54	Configured Capacity	Unified storage systems with the following capacity is required. Bidders to explicitly indicate the raw & usable capacity they would provide. The organization requires the		

	ITEM/FEATURE	REQUIREMENT	COMPLIANT/ NON-COMPLIANT	REMARKS
		<p>below capacity on the production site.</p> <ul style="list-style-type: none"> PR site Usable capacity required: 26TB Usable on TLC SSD drives. <p>This should be achieved using a RAID setup that protects the organization's aggregates from a minimum of at least two disk drive failures per aggregate.</p> <p>Additionally, each storage aggregate must keep a hot spare disk to protect from downtime due to disk drive failures. The hot spare will not count towards usable space requirements.</p> <p>Bidders to indicate the capacity of storage that they will offer under responses.</p>		
55	Storage Controllers	Offer support for active-active controllers which shall be true active-active in a single system.		
56	Redundancy	Offered Storage Array shall be configured in a No SPOF configuration including Array Controller cards, Cache memory, FAN, Power supply, backend paths to disks, backend paths to disk shelves, etc.		
57	Security features required	<ul style="list-style-type: none"> Multi factor authentication Data Encryption -at rest & in flight Multi-admin verification workflows Immutable snapshots/WORM MTKM Autonomous ransomware protection Microsegmentation using Storage virtual machines & IPspaces Zero trust architecture. 		
58	Connectivity required	<p>Bidders will be required to supply the storage with:</p> <p>12 Multimode LC/LC fiber cables for connecting to the server environment. (Indicate in the</p>		

	ITEM/FEATURE	REQUIREMENT	COMPLIANT/ NON-COMPLIANT	REMARKS
		sketch as per item/feature 73)		
59	RAID Support	The RAID configuration on the storage should have the ability to support up to three disk failures when large SSD drives are used on shelves in future and 2 disk failures (Dual parity) when using small & medium-sized disks.		
60	Storage software	Storage software provided should include snapshots, cloning, SnapLock, SnapVault, snap restore, and onsite backup ability (on the storage itself). Additionally, the storage must include storage level replication software for replicating data from PR site storage to existing FAS2700 DR site Storage appliance.		
61	Storage Encryption features required	Data at Rest Encryption – Aggregate level, Volume-level, Lun-level encryption required. Trusted Platform Module (Encryption) also required		
62	Hot Spares	The proposed storage must support global hot spares such that the hot spare can participate in any raid group/pool		
63	Management Software	Storage subsystem shall be supplied and installed with native virtual environment integration -capable of being managed from the virtual environment server manager dashboard so that common storage tasks such as adding space, resizing volumes, deleting volumes, creating volumes etc. can be done right from the virtual environment. The storage will also be required to be connected and managed using both NetApp's BlueXP & Systems Manager.		
64	Information Protection	In case of power failure, storage subsystem shall have de-staged mode so that un-committed information can be protected.		
65	Thin Capabilities	Offered storage array shall be supplied with thin provisioning and shall support Thin Re-claim (Zero Page reclaim)		
66	VMware integrated	Offered storage array shall be tightly integrated with the organization's virtual environment as proposed with plugins for the		

	ITEM/FEATURE	REQUIREMENT	COMPLIANT/ NON-COMPLIANT	REMARKS
		vCenter server so that VM admins can conduct storage management tasks right from the vCenter server.		
67	Snapshots Efficiency	The storage array should support space efficient snapshots. Explain. Offered Storage shall have support to make the snapshot and full copy (Clone) on the thin volumes if original volume is created on thick or vice-versa.		
68	Supplied software	Storage must come with the following features enabled: Compression, Deduplication, Compaction, Snapshots and Cloning software and Thin Provisioning. The organization will require dedupe, compression and compaction to be turned on automatically for all volumes to save on space.		
69	Online Migration	Offered storage shall support dynamic migration of Volumes from on Raid group or pool to another while keeping the application online.		
70	SAN Switches	Bidders will be required to provide two (2) Brocade G610 24 port SAN switches each with at least 8 active ports.		
71	Data Tiering	For effective data tiering, Storage subsystem shall support automatically Policy based Sub-LUN Data Migration from one Set of drive Tier to another set of drive tier to ensure applications that require more IOPS are easily promoted to faster Flash drives with absolutely no data migration taking place.		
72	Installation Scope, User training, documentation.	Bidders will be required to perform: <ul style="list-style-type: none"> • The installation of all supplied systems and integrating these to work with existing server & DR systems as required. • Knowledge transfer to at least 5 ICT staff on the administration of the proposed storage solution. • Bidders expected to include an annual maintenance 		

	ITEM/FEATURE	REQUIREMENT	COMPLIANT/ NON-COMPLIANT	REMARKS
		<p>contract services fee for at least 1yr from the implementor and at least 3yrs hardware and software warranty from the original equipment manufacturer.</p> <p>Note that bidders will be required to oversee the migration of application workloads to the new Unified storage system using industry best practices, configure application integrated onsite and offsite backups, resize, cloning and restores for all critical applications and act as the 1st & 2nd level support for all server-storage related issues before they are escalated to OEM support desks.</p>		
73		Bidders to provide a sketch of the proposed solution – Logical and physical solution diagrams required.		
74	Warranty policy	<p>Warranty and Software Support - The storage systems should come with 3 years Support Edge warranty & support for both HW and SW.</p> <p>Next business day (NBD) parts delivery must also be provided.</p> <p>(Provide proof that warranty will be provided)</p>		

Only Tenderers that qualify in compliance Part 1 will proceed to compliance Part 2

Part 2 Detailed Technical Evaluation

Part 2: Technical Specifications For Server Hardware – Quantity required 3 pieces.

	TECHNICAL SPECIFICATIONS	REQUIRED	COMPLIANT/ NON-COMPLIANT	REMARKS
1	Form Factor/Height	2U rack mountable		
2	Processors	Two 4th-generation Intel Xeon Scalable Processors: 2x Intel Xeon Gold 6526Y 16C 195W 2.8GHz Processor		
3	Chipset	Intel C741		
4	Memory	512 GB TruDDR5:		

		8x 64GB TruDDR5 RDIMMs		
5	Memory Maximum	Up to 8TB by using 32x 256GB 3DS RDIMMs		
6	Expansion Slots	32 DIMM Slots		
7	Disk Drive Bays	40x 2.5-inch hot-swap drive bays		
8	Internal Storage	For each of the servers we require 3 ThikSystems 2.5" 5400 PRO 480GB Read Intensive SATA 6Gb HS SSD		
9	RAID Support	Support for RAID 0, 1, 10, and 5		
10	RAID Controller	RAID PCIe 12Gb Internal Adapter		
11	Security and Availability Features	TPM 2.0		
12	Network Interface	One QLogic QLE2772 32Gb 2-Port PCIe Fibre Channel Adapter One Broadcom 57414 10/25GbE SFP28 2-Port OCP Ethernet Adapter with transceivers One Broadcom 5719 1GbE RJ45 4-port OCP Ethernet Adapter		
13	PCIe slots	12x PCIe slots, plus a slot dedicated to an OCP 3.0 adapter. Supports the installation of a RAID adapter or HBA in a dedicated area that does not consume any of the PCIe slots.		
14	GPU support	Supports up to 8x single-wide GPUs or up to 3x double-wide GPUs		
15	Ports	5x USB 3.2 G1 (5 Gb/s) ports, 1x USB 2.0 port, external diagnostics port, up to 2x VGA video port, 1x RJ-45 1GbE systems management port for remote management, optional DB-9 COM serial port.		
16	Video	Embedded graphics with 16 MB memory with 2D hardware accelerator, integrated into the management controller. Maximum resolution is 1920x1200 32bpp at 60Hz.		
17	Power (Energy Star 3.0 compliant)	Two 230V Platinum/Titanium Hot-Swap Redundant Power Supplies. The power supplies should come with LEDs for Power input, power output and power supply error.		
18	Cooling	Six dual-rotor hot swap 60 mm fans, N+1 redundant, tolerating a single-rotor failure. One fan integrated in each power supply.		
19	Hot-swap parts	Drives, power supplies, and fans.		

20	Systems Management	Support for industry standard management protocols, IPMI 2.0, SNMP 3.0, Redfish REST API, serial console via IPMI, Proactive Platform Alerts, CNSA-compliant mode, FIPS 140-3-compliant mode, enhanced NIST 800-193.		
21	OS's Supported	Microsoft Windows Server, Microsoft Windows 10 & 11, Red Hat Enterprise Linux, SUSE Linux Enterprise Server, VMware ESXi, Ubuntu Server.		
22	Limited Warranty	3-year customer replaceable unit and onsite service, next business day 9x5; optional service upgrades.		
23	Security Features	Chassis intrusion switch, Power-on password, administrator's password, Root of Trust module supporting TPM 2.0 and Platform Firmware Resiliency (PFR). Lockable front security bezel. Monitors hardware inventory for unexpected component changes, and simply log the event or prevent booting.		
24	Intel Supply Chain	The server should have Intel Transparent Supply Chain (Intel TSC) included - a set of tools, policies, procedures and data capture. It extends from motherboard production through the manufacturing factory floor to your data center, implemented on the factory floor enabling you to verify the authenticity of components, installed firmware, and the configuration of your systems, it should offer unparalleled level of supply chain.		
25	Energy efficiency	The servers should support an advanced direct-water cooling (DWC) capability, where heat from the processors is removed from the rack and the data center using an open loop and coolant distribution units, resulting in lower energy costs.		
26	VMware Licensing	VMware vSphere Essentials Plus includes vSphere Essentials Plus and vCenter Essentials. VMware vSphere Essentials Plus Subscription includes Production Support and is licensed Per 96 Core Pack with a minimum of 16 Cores per CPU.		

Note:

Only Tenderers that qualify in compliance Part 2 will proceed to compliance Part 3

Part 3: Technical Evaluation (Capacity To Deliver The Service)

AREA	TECHNICAL EVALUATION CRITERION	SCORE	ACTUAL SCORE
A. CAPABILITY OF THE FIRM, PAST PERFORMANCE, METHODOLOGY (TOTAL SCORE=55 Marks)			
CAPABILITY OF THE FIRM, PAST PERFORMANCE, METHODOLOGY	Experience (Specific experience of the firm related to the assignment) The Firm shall provide at least 5 reference sites/ institutions where they have undertaken similar assignments successfully. Include contact persons. (2mks per site)	10	
	Provide evidence of having undertaken similar assignments in the last 5 years by submitting at least five (5) LSOs, Contracts or reference letters of recommendations (At least Three with government entities) (4mks per letter)	20	
	Methodology Firms are expected to demonstrate an understanding of the terms of reference by providing the following: - 1. Technical Approach and Methodology (10mks) 2. Project or Work Plan (10mks) 3. Service level agreement (5mks)	25	
B. QUALIFICATIONS AND COMPETENCE OF THE KEY STAFF FOR THE ASSIGNMENT: (TOTAL SCORE=45 MARKS)			C.
The key experts should provide the assignments they have undertaken with their reference contacts. Attach CVs accompanied by copies of Academic and specialization certificates for key personnel proposed for administration and execution of the contract. NB: It is expected that the proposed staff are the ones to be engaged for the project if the bidder is successful and changes can only be made with consent of the client.			
Project Manager	1. Degree in Business Management, Computer Science, Engineering or related field (6mks) 2. At least 5 years of experience in project management assignments. Give a minimum of three related projects (3mks per project)	15	
NetApp Certified Engineers (2)	1. Diploma/ Degree in IT, Computer Science, Engineering or related field – (6mks) 2. NetApp Storage professional certification (5mks) 3. At least 10 years of experience in system deployments in installations, configuration and management in large enterprises or government entities. Give a minimum of three projects related to Storage installation and deployment. (3mks per project)	20	
VMware Certified Engineers (2)	1. Diploma / Degree in IT, Computer Science, Engineering or related field – (2mks) 2. VMware professional certification (VCP) (2mks) 3. At least 5 years of experience in system deployments in installations, configuration and management in large enterprises or government entities. Give a minimum of three projects related to virtualization installation and deployment. (2mks per project)	10	
	TOTAL	100	

NOTE

1. The pass mark for technical score shall be 70% of the total marks. All bidders who do not attain this minimum shall be disqualified from financial evaluation.
2. Tenderers will proceed to the Financial Evaluation stage only if they qualify in Preliminary and Technical stages.

Financial Evaluation Criteria

- Financial evaluation shall involve checking completeness of the bid document.
- Presence of a duly filled, signed and stamped tender form and price schedule.
- Award shall be based on the Lowest Evaluated Tender.
- Tender sum as submitted and read out during tender opening is absolute and final and shall not be subject to correction, adjustment or amendment major deviation shall result in disqualification.

SECTION IV - TENDERING FORMS

1. FORM OF TENDER

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

Invitation for Tender No.: _____[insert identification]

Tender Name: _____[insert Tender Name]

To: Local Authorities Provident Fund Stima Plaza,
2nd Ngong Avenue 316 Upperhill Chambers
P.O Box 79592- 00200,
Nairobi, Kenya.

- a) **No reservations:** We have examined and have no reservations to the Tendering document, including Addenda issued in accordance with Instructions to tenderers (ITT 7);
- b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3;
- c) **Tender/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration. Or Proposal-Securing Declaration in Kenya in accordance with ITT 3.6;
- d) **Conformity:** We offer to supply in conformity with the Tendering document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: [insert a brief description of the Goods and Related Services];
- e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item (f) below is: Option 1, in case of one lot: Total price is: [insert the total price of the Tender in words and figures,
indicating the various amounts and the respective currencies];
or
Option 2, in case of multiple lots: (a) Total price of each lot [*insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies];* and (b) Total price of all lots (sum of all lots) [*insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];*
- f) **Discounts:** The discounts offered and the methodology for their application are:
 - i) The discounts offered are: [*Specify in detail each discount offered.*]
 - ii) The exact method of calculations to determine the net price after application of discounts are shown below: [*Specify in detail the method that shall be used to apply the discounts];*
- g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 17.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 21.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- h) **Performance Security:** If our Tender is accepted, we commit to obtain a performance security in accordance with the Tendering document;
- i) **One Tender per tenderer:** We are not submitting any other Tender(s) as an individual

tenderer, and we are not participating in any other Tender(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITT 3.9, other than alternative Tenders submitted in accordance with ITT 12;

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

Name of Recipient	Address	Reason	Amount

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

- m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- n) **Procuring Entity Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and
- o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- p) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from *__(specify website)* during the procurement process and the execution of any resulting contract.
- q) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent tender Determination” attached below.
- r) **Beneficial Ownership Information:** We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.
- s) We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:
 - a) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest;
 - b) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers;
 - c) Self-Declaration of the Tenderer – to declare that we will, if awarded a contract, not engage in any form of fraud and corruption; and

d) Declaration and Commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption

as informed in “Appendix 1- Fraud and Corruption” attached to the Form of Tender.

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

Name of the person duly authorized to sign the Tender on behalf of the tenderer:

.....*[insert complete name of person duly authorized to sign the Tender]*

Title of the person signing the Tender:*[insert*

complete title of the person signing the Tender] **Signature of**

the person named above:

.....*[insert signature of person whose name and capacity are shown above]* **Date** **signed**

.....

[insert date of signing] *[insert month]*, *[insert year]*

2. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the _____

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

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

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

Name; _____

Title; _____

Signature; _____

Date; _____

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

3. SELF-DECLARATION FORMS

FORM SD1

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

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

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

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder Official Stamp

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

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

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

..... (Title) (Signature) (Date)

Bidder's Official Stamp

5. DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized signatory.....

Sign.....

Position.....

Office address..... Telephone..... E-mail.....

Name of the Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name.....

Sign.....

Date.....

APPENDIX 1- FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

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

2. Requirements

- 2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub- consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.
- 2.2 Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:
 - 1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
 - 2) A person referred to under subsection (1) who contravenes the provisions of that sub- section commits an offence;
 - 3) Without limiting the generality of the subsection (1) and (2), the person shall be—
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable;
 - 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
 - 5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement:-
 - a) shall not take part in the procurement proceedings;
 - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
 - c) shall not be a subcontractor for the bidder to whom was awarded contract, or a member of the group of bidders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
 - 6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
 - 7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.
- 2.3 In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
- i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v) “obstructive practice” is:
 - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
 - e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
 - f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as

included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

6.

TENDERER INFORMATION FORM

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

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

Tender Name and Identification..... *[Insert identification]*

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

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

7. **TENDERER’S ELIGIBILITY~ CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

a) Instruction to Tenderer

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

A. Tenderer’s details

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

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full _____

Age _____ Nationality _____

Country of Origin _____ Citizenship _____

c) Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

a) **Registered Company**, provide the following details.

(i) Private or public Company _____

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

Nominal Kenya Shillings (Equivalent).....

Issued Kenya Shillings (Equivalent).....

(iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

b) **DISCLOSURE OF INTEREST - Interest of the Firm in the Procuring Entity.**

i) are there any person/persons in..... (*Name of Procuring Entity*) who has/have an interest or relationship in this firm? Yes/ No.....

If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

(i) Conflict of interest disclosure

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

9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract?		
---	--	--	--

(e) Certification

On behalf of the Tenderer, I certify that the information given above is correct. Full Name_____

Title or Designation_____

(Signature)

(Date)

8.TENDERER'S JV MEMBERS INFORMATION FORM

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

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

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

Page _____ of _____ pages

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

9.PRICE SCHEDULE FORM

Tender No: LAPFUND/ICT/SERVER/03/2023-2024

Tender Name: Supply, Delivery, Installation, Migration And Commissioning Of Servers And Unified Storage Solution

No	Description	QTY (Pc)	Country of Origin	Unit Price DDP VAT Excl. (Kshs)	Sub-total DDP VAT Excl. (Kshs)
1.	Supply, Delivery, Installation, Migration And Commissioning Of Servers And Unified Storage Solution	3			
SUB TOTAL					
VAT 16%					
GRAND TOTAL (Kshs)					

NB: *(Tenderer must indicate the currency of the offer price)*

Name of Tenderer

Name and Designation of authorised person signing the Tender

Signature of authorised person signing the Tender

Stamp of Tenderer and date

NB: Price schedule is to be printed on supplier’s letterhead

10.FORM OF TENDER SECURITY-[Option 1–Demand Bank Guarantee]

Beneficiary: _____

Request for Tenders No: _____ Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

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

[signature(s)]

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

)

OR

SIGNED by the **DULY** **AUTHORISED**
REPRESENTATIVE(S)/ ATTORNEY(S) of
the **BANK**

Name(s) and Designation of duly authorised representative(s)/ attorney(s) of the Bank

Signature(s) of the duly authorised person(s)

NOTES TO TENDERERS AND BANKS

1. *Please note that no material additions, deletions or alterations regarding the contents of this Form shall be made to the Tender Security to be furnished by the Tenderer. If any are made, the Tender Security shall not be accepted and shall be rejected by LAFUND. For the avoidance of doubt, such rejection will be treated as non-submission of the Tender Security where such Security is required in the tender.*
2. *LAFUND at its discretion will be able to establish the authenticity of the Tender Security with the issuing Organization.*
3. *The issuing bank should address its response or communication regarding the bond to LAFUND at the following e-mail address – “supplychain@lapfund.or.ke”*
2. *The Tender validity period is one hundred and twenty six (126) days as set out in the Invitation to Tender (at Section I of the Tender document) or as otherwise may be extended by LAFUND. Therefore, the Tender Security must at all times be valid for at least 30 days beyond the tender validity period.*

[signature(s)]

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

11. FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee] –Not Applicable

TENDER GUARANTEE No.: _____

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

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

Sealed with the Common Seal of the said Guarantor this _____ day of ___20___.

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

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

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

[Date]

[Signature of the Guarantor]

[Witness]

[Seal]

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

12.FORM OF TENDER-SECURING DECLARATION

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

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

Tender No.:..... *[Insert number of tendering process]*

To:.....*[insert complete name of*

Purchaser] I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of*[insert number of months or years]* starting on*[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we – (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
 - a) our receipt of a copy of your notification of the name of the successful Tenderer; or
 - b) thirty days after the expiration of our Tender.
4. I/We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....
....

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

Name:
.....

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

[Insert date of signing].

Seal or stamp.

13.MANUFACTURER'S AUTHORIZATION FORM (Applicable)

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

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

ITT No.:.....*[insert number of*

ITT process] Alternative No.:.....*[insert identification*

No if this is a Tender for an alternative]

To *[Insert complete name of*

Procuring Entity] WHEREAS

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

t name and or brief description of the Goods], and to subsequently negotiate and sign the Contract.

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

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

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

Title: *[Insert title]*

Dated on ___day of____, _____*[insert date of signing]*

14. MANUFACTURER'S WARRANTY FORM (Applicable)

To Be Submitted On Manufacturer's Letterhead)

To:

Chief Executive Officer

Local Authorities Provident Fund

P.O. Box 79592-00200

Nairobi, Kenya

2nd Ngong Avenue, 316 Upperhill Chambers, 10th floor.

Tel: No: 0709-805-000

RE: MANUFACTURER'S WARRANTY FOR GOODS REQUIRED UNDER TENDERN

..... TO BE SUPPLIED BY..... (*indicate your name or the supplier you have authorized*)

WE HEREBY WARRANT THAT:

- a) The goods to be supplied under the contract are new, unused, of the most recent or current specification and incorporate all recent improvements in design and materials unless provided otherwise in the Tender.
- b) The goods in the Tenderer's bid have no defect arising from manufacture, materials or workmanship or from any act or omission of the Tenderer that may develop under normal use of the goods under the conditions obtaining in Kenya.

The Warranty will remain valid for **1 years** after the goods, or any portion thereof as the case may be, have been delivered to the destination indicated in the contract.

DATED THIS..... DAY OF.....20.....

Signature of duly authorised person for and on behalf of the Manufacturer.

Name and Capacity of duly authorised person signing on behalf of the Manufacturer

NOTES TO TENDERERS AND MANUFACTURERS

1. *Only a competent person in the service of the Manufacturer should sign this letter of authority.*
2. *Provide full contact details including physical address, e-mail, telephone numbers and the website on the Warranty.*

PART 2: SUPPLY REQUIREMENTS

SECTION V - SCHEDULE OF REQUIREMENTS

Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the Tendering document by the Procuring Entity, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable tenderers to prepare their Tenders efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITT 42.1.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to tenderers pursuant to the *Incoterms* rules that “delivery” takes place when goods are delivered to the final place of delivery, and (b) the date prescribed herein from which the Procuring Entity's delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

List of Goods and Delivery Schedule

Tender No: LAPFUND/ICT/SERVER/03/2023~2024

Tender Name: Supply, Delivery, Installation, Migration And Commissioning Of Servers And Unified Storage Solution

Item	Description of Goods	Qty (Pc)	Final Destination as specified in TDS	Delivery (as per Incoterms) Date			Tenderer's offered Delivery date [to be provided by the tenderer]	Country of origin
				Incoterms	Earliest Delivery Date	Latest Delivery Date		
1.	Supply, Delivery, Installation, Migration And Commissioning Of Servers And Unified Storage Solution	3	316 Upperhill Chambers Floor 10 th					

Technical Specifications

1.1 The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Goods and Related Services required by the Procuring Entity. The Procuring Entity shall prepare the detailed TS consider that:

- i) The TS constitute the benchmarks against which the Procuring Entity will verify the technical responsiveness of Tenders and subsequently evaluate the Tenders. Therefore, well-defined TS will facilitate preparation of responsive Tenders by tenderers, as well as examination, evaluation, and comparison of the Tenders by the Procuring Entity.
- ii) The TS shall require that all goods and materials to be incorporated in the goods be

new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.

- iii) The TS shall make use of best practices. Samples of specifications from successful similar procurements in the same country or sector may provide a sound basis for drafting the TS.
 - iv) The PPRA encourages the use of metric units.
 - v) Standardizing technical specifications may be advantageous, depending on the complexity of the goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of goods.
 - vi) Standards for equipment, materials, and workmanship specified in the Tendering document shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words “or substantially equivalent.” When other particular standards or codes of practice are referred to in the TS, whether from the Procuring Entity's or from other eligible countries, a statement should follow other authoritative standards that ensure at least a substantially equal quality, then the standards mentioned in the TS will also be acceptable.
 - vii) Reference to brand names and catalogue numbers should be avoided as far as possible; where unavoidable the words “or at least equivalent” shall always follow such references.
 - viii) Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:
 - a) Standards of materials and workmanship required for the production and manufacturing of the Goods.
 - b) Any sustainable procurement technical requirements shall be clearly specified.
- 1.2 To encourage tenderers' innovation in addressing sustainable procurement requirements, as long as the Tender evaluation criteria specify the mechanism for monetary adjustments for the purpose of Tender comparisons, tenderers may be invited to offer Goods that exceeds the specified minimum sustainable procurement requirements.
- i) Detailed tests required (type and number).
 - ii) Other additional work and/or Related Services required to achieve full delivery/completion.
 - iii) Detailed activities to be performed by the Supplier, and participation of the Procuring Entity thereon.
 - iv) List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.
- 1.3 The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the Procuring Entity shall include an additional ad-hoc Tendering form (to be an Attachment to the Letter of Tender), where the tenderer shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.
- 1.4 When the Procuring Entity requests that the tenderer provides in its Tender a part or all of the Technical Specifications, technical schedules, or other technical information, the Procuring Entity shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the tenderer in its Tender.

- 1.5 If a summary of the Technical Specifications(TS) has to be provided, the Procuring Entity shall insert information in the table below. The tenderer shall prepare a similar table to justify compliance with the requirements.

TECHNICAL SPECIFICATIONS FOR SERVER HARDWARE

The Detailed Technical Specifications of the required Hardware Servers are as shown below.

TECHNICAL SPECIFICATIONS FOR SERVER HARDWARE – QUANTITY 3

Technical specifications	Required
Form Factor/Height	2U rack mountable
Processors	Two 4th-generation Intel Xeon Scalable Processors: 2x Intel Xeon Gold 6526Y 16C 195W 2.8GHz Processor
Chipset	Intel C741
Memory	512 GB TruDDR5: 8x 64GB TruDDR5 RDIMMs
Memory Maximum	Up to 8TB by using 32x 256GB 3DS RDIMMs
Expansion Slots	32 DIMM Slots
Disk Drive Bays	40x 2.5-inch hot-swap drive bays
Internal Storage	For each of the servers we require 3 ThikSystems 2.5” 5400 PRO 480GB Read Intensive SATA 6Gb HS SSD
RAID Support	Support for RAID 0, 1, 10, and 5
RAID Controller	RAID PCIe 12Gb Internal Adapter
Security and Availability Features	TPM 2.0
Network Interface	One QLogic QLE2772 32Gb 2-Port PCIe Fibre Channel Adapter One Broadcom 57414 10/25GbE SFP28 2-Port OCP Ethernet Adapter with transceivers One Broadcom 5719 1GbE RJ45 4-port OCP Ethernet Adapter
PCIe slots	12x PCIe slots, plus a slot dedicated to an OCP 3.0 adapter. Supports the installation of a RAID adapter or HBA in a dedicated area that does not consume any of the PCIe slots.
GPU support	Supports up to 8x single-wide GPUs or up to 3x double-wide GPUs
Ports	5x USB 3.2 G1 (5 Gb/s) ports, 1x USB 2.0 port, external diagnostics port, up to 2x VGA video port, 1x RJ-45 1GbE systems management port for remote management, optional DB-9 COM serial port.
Video	Embedded graphics with 16 MB memory with 2D hardware accelerator, integrated into the management controller. Maximum resolution is 1920x1200 32bpp at 60Hz.
Power (Energy Star 3.0 compliant)	Two 230V Platinum/Titanium Hot-Swap Redundant Power Supplies. The power supplies should come with LEDs for Power input, power output and power supply error.
Cooling	Six dual-rotor hot swap 60 mm fans, N+1 redundant, tolerating a single-rotor failure. One fan integrated in each power supply.
Hot-swap parts	Drives, power supplies, and fans.
Systems Management	Support for industry standard management protocols, IPMI 2.0, SNMP 3.0, Redfish REST API, serial console via IPMI, Proactive Platform Alerts, CNSA-compliant mode, FIPS 140-3-compliant mode, enhanced NIST 800-193.
OS's Supported	Microsoft Windows Server, Microsoft Windows 10 & 11, Red Hat Enterprise Linux, SUSE Linux Enterprise Server, VMware ESXi, Ubuntu Server.

Limited Warranty	3-year customer replaceable unit and onsite service, next business day 9x5; optional service upgrades.
Security Features	Chassis intrusion switch, Power-on password, administrator's password, Root of Trust module supporting TPM 2.0 and Platform Firmware Resiliency (PFR). Lockable front security bezel. Monitors hardware inventory for unexpected component changes, and simply log the event or prevent booting.
Intel Supply Chain	The server should have Intel Transparent Supply Chain (Intel TSC) included - a set of tools, policies, procedures and data capture. It extends from motherboard production through the manufacturing factory floor to your data center, implemented on the factory floor enabling you to verify the authenticity of components, installed firmware, and the configuration of your systems, it should offer unparalleled level of supply chain.
Energy efficiency	The servers should support an advanced direct-water cooling (DWC) capability, where heat from the processors is removed from the rack and the data center using an open loop and coolant distribution units, resulting in lower energy costs.

c. VMware Licensing

	VMware vSphere Essentials Plus includes vSphere Essentials Plus and vCenter Essentials. VMware vSphere Essentials Plus Subscription includes Production Support and is licensed Per 96 Core Pack with a minimum of 16 Cores per CPU.
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Bidder signature & stamp

SECTION VI - GENERAL CONDITIONS OF CONTRACT

1. Definitions

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

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

2. Interpretation

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

2.2. Incoterms

a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms specified in the SCC.

b) The terms EXW and CIP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.

3. Contract Documents

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

a) the Contract Agreement,

b) the Letter of Acceptance,

c) the General Conditions of Contract

d) Special Conditions of Contract

e) the Form of Tender,

f) the Specifications and Schedules of the Drawings (if any), and

g) the Schedules of Requirements, Price Schedule and any other documents forming part of the Contract.

4. Fraud and Corruption

3.1 The supplier shall comply with anti-corruption laws and guidelines and the prevailing sanctions, policies and procedures as set forth in the Laws of Kenya.

3.2 The Supplier shall disclose any commissions, gratuity or fees that may have been paid or are to be paid to agents or any other person with respect to the Tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

4.1 Entire Agreement

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

4.2 Amendment

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

4.3 Non-waiver

a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.4 Severability

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

5. Language

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

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Entity for the fulfilment of the provisions of the Contract and shall designate one member of the joint venture, consortium, or association to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior written consent of the Procuring Entity.

7. Eligibility

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

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

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

8. Notices

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

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

9. Governing Law

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

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

a) where, as a matter of law, compliance or official regulations, Kenya prohibits commercial relations with that country or any import of goods from that country or any payments to any country, person, or entity in that country ; or

b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity.

10. Settlement of Disputes

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

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

10.2 Arbitration proceedings shall be conducted as follows:

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

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

10.2.3 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.

10.2.4 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any due payments.

10.2.5 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for the dispute given in its notice of a claim or dispute.

10.2.6 Arbitration may be commenced prior to or after delivery of the goods. The obligations of the Parties shall not be altered by reason of any arbitration being conducted during the progress of the delivery of goods.

10.2.7 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

10.3 Arbitration Proceedings

10.3.1 Arbitration proceedings with national suppliers will be conducted in accordance with the Arbitration Laws

of Kenya. In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person or persons to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;

- i) Kenya National Chamber of Commerce
- ii) Chartered Institute of Arbitrators (Kenya Branch)
- iii) The Law Society of Kenya

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

10.3.3 Alternative Arbitration Proceedings

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

10.4 Arbitration with Foreign Suppliers

10.4.1 Arbitration with foreign suppliers shall be conducted in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL); or with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules.

10.4.2 The place of arbitration shall be a location specified in the SCC; and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language].

10.5 Alternative Arbitration Proceedings

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

10.6 Failure to Comply with Arbitrator's Decision

10.6.1 The award of such Arbitrator shall be final and binding upon the parties.

10.6.1 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

10.7 Contract operations continue

Notwithstanding any reference to arbitration herein,

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

11. Inspections and Audit by the Procuring Entity

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

11.2 Pursuant to paragraph 2.2 of Instruction to Tenderers, the Supplier shall permit and shall cause its

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

12. Scope of Supply

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

13. Delivery and Documents

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

14. Supplier's Responsibilities

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

15. Contract Price

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorized in the SCC.

15.2 Where the contract price is different from the corrected tender price, in order to ensure the supplier is not paid less or more relative to the contract price (which would be the tender price), any partial payment valuation based on rates in the schedule of prices in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: $(\text{corrected tender price} - \text{tender price}) / \text{tender price} \times 100$.

16. Terms of Payment

16.1 The Supplier shall request for payment by submitting invoice(s), delivery note(s) and any other relevant documents as specified in the SCC to the Procuring Entity.

16.2 Payments shall be made promptly by the Procuring Entity, but not later than thirty (30) days after submission of an invoice by the Supplier, and after the Procuring Entity has accepted it.

16.3 Where a Procuring Entity rejects Goods and Related Services, in part or wholly, the procuring Entity shall promptly inform the Supplier to collect, replace or rectify as appropriate and give reasons for rejection. The Supplier shall submit a fresh invoice, delivery note and any other relevant documents as specified in the SCC.

16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Tender price is expressed.

16.5 In the event that the Procuring Entity fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Procuring Entity may pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before

or after judgment or arbitration award.

17. Taxes and Duties

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, and other such levies incurred to deliver the Goods and Related Services to the Procuring Entity at the final delivery point.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Kenya, the Supplier shall inform the Procuring Entity and the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.

18.2 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Procuring Entity; and shall be in one of the formats stipulated by the Procuring Entity in the SCC, or in another format acceptable to the Procuring Entity.

18.4 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than thirty (30) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

19. Copyright

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

20. Confidential Information

20.1 The Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Sub-Supplier such documents, data, and other information it receives from the Procuring Entity to the extent required for the Sub-Supplier to perform its work under the Contract, in which event the Supplier shall obtain from such Sub-Supplier undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Procuring Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

- a) the Procuring Entity or Supplier need to share with other arms of Government or other bodies participating in the financing of the Contract; such parties shall be disclosed in the SCC;
- b) now or hereafter enters the public domain through no fault of that party;
- c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

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

21. Subcontracting

21.1 The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under the Contract if not already specified in the Tender. Such notification, in the original Tender or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

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

22. Specifications and Standards

22.1 Technical Specifications and Drawings

a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.

c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Procuring Entity.

24. Insurance

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

25. Transportation and Incidental Services

25.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Kenya as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.

26.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative

to attend the test and/or inspection.

26.5 The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Procuring Entity with a report of the results of any such test and/or inspection.

26.7 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Sub- Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

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

28. Warranty

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

28.2 Subject to GCC Sub-Clause 22.1 (b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

28.4 The Procuring Entity shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all

reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.

29. Patent Indemnity

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

- a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- b) the sale in any country of the products produced by the Goods.

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

29.2 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Sub-Clause 29.1, the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf.

29.4 The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Entity.

30. Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct,

a) the Supplier shall not be liable to the Procuring Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the

Supplier to pay liquidated damages to the Procuring Entity, and

b) the aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Procuring Entity with respect to patent infringement.

31. Change in Laws and Regulations

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

32. Force Majeure

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. Change Orders and Contract Amendments

33.1 The Procuring Entity may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;

b) the method of shipment or packing;

c) the place of delivery; and

d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Procuring Entity's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Value Engineering: The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- a) the proposed change(s), and a description of the difference to the existing contract requirements;
- b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Procuring Entity may incur in implementing the value engineering proposal; and
- c) a description of any effect(s) of the change on performance/functionality.

33.5 The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:

- a) accelerates the delivery period; or
- b) reduces the Contract Price or the life cycle costs to the Procuring Entity; or
- c) improves the quality, efficiency or sustainability of the Goods; or
- d) yields any other benefits to the Procuring Entity, without compromising the necessary functions of the Facilities.

33.6 If the value engineering proposal is approved by the Procuring Entity and results in:

- a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified in the SCC of the reduction in the Contract Price; or
 - b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in
- (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.

33.7 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the

performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

a) The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

- i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 34;
- ii) if the Supplier fails to perform any other obligation under the Contract; or
- iii) if the Supplier, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix to the GCC, in competing for or in executing the Contract.

b) In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 35.1 (a), the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

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

35.2 Termination for Convenience.

a) The Procuring Entity, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:

- i) to have any portion completed and delivered at the Contract terms and prices; and/or
- ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

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

37. Export Restriction

37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions

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

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1(h)	The Procuring Entity is: <i>Local Authorities Provident Fund (LAPFUND)</i>
GCC 2.2 (a)	The terms of contract shall strictly Delivered Duty Paid (DDP) . The meaning of the trade terms shall be as prescribed by Incoterms.
GCC 2.2 (b)	The version edition of Incoterms shall be <i>INCOTERMS 2021</i>
GCC 3	<p>The following additional documents shall form part of this contract:</p> <ul style="list-style-type: none"> (a) Technical Specifications (b) Letter of Award dated (c) Price Schedule (d) Technical Drawings (e) Delivery Schedule (f) Manufacturer's Warranty (g) Manufacturer's Authorization (where applicable) (h) Beneficial Ownership Form
GCC 8.1	<p>For notices, the Procuring Entity's address shall be: Attention: Supply Chain Manager <i>Local Authorities Provident Fund</i> 316 Upperhill Chambers 10th Floor P.O Box 79592 - 00200 Nairobi, Kenya Telephone: +254 709 805 000 Electronic mail address: supplychain@lapfund.or.ke</p>
GCC 10.4	The place of arbitration shall be NAIROBI, KENYA

GCC 13.1

- 1) Delivery of the goods shall be made by the Supplier to the place and in accordance with the terms specified by LAPFUND in its Schedule of Requirements.
- 2) The Supplier shall notify LAPFUND of the full details of the delivered goods by delivering together with the goods a full set of the following documents:-
 - a) Supplier's invoice showing the goods description, quantity, unit price and total price
 - b) Delivery note for every consignment originating from the party contracted by LAPFUND. The Delivery Note should be serialized, dated and contain the number of the Purchase Order
 - c) Copy of the Certificate of Conformity (CoC) and/or Manufacturer's warranty certificate (where applicable)
 - d) Packing list-identifying contents of each package which list should include casing number, full description of the items and the quantities in each package.
- 3) It is the responsibility of the Supplier to ensure that the delivery documents are received by LAPFUND at the designated delivery point at the time of delivery.
- 4) Any late or non-submission of the delivery documents shall be treated as part of non-performance on the part of the Supplier and LAPFUND shall be entitled to call up the Performance Security.

The Supplier should notify LAPFUND in writing of its intention to deliver goods fourteen (14) days prior to delivery, and a further confirmation two (2) working days before actual delivery to the designated delivery point.

GCC 15.1	The prices charged for the Goods supplied and the related Services performed <i>“shall not,”</i> be adjustable during the period of the contract.
GCC 16.1	<ol style="list-style-type: none"> 1) Payments shall be made promptly by LAFUND thirty (30) days after delivery and submission of an invoice together with other required and related documents and after LAFUND has accepted them or as otherwise prescribed in the contract. 2) LAFUND shall inform the Supplier to collect, replace or rectify as appropriate where goods have been rejected and give reasons for rejection. The Supplier shall submit fresh invoice, delivery note and any other relevant documents on replacement or rectification of rejected goods. 3) Payment shall primarily be through LAFUND’s cheque or Real Time Gross Settlement (RTGS). 4) Suppliers must ensure that they submit the following: <ol style="list-style-type: none"> a) invoice containing the Bank’s Name and Branch, b) Name/Title of Bank account, c) Bank account number d) SWIFT CODE. e) A letter signed by the authorized signatory of the bank account of the Tenderer confirming details (a) to (d) above. This letter must contain the name of that authorized signatory and a Board Resolution that is sealed.
GCC 17	The terms shall be strictly on Delivered and Duty Paid (DDP)

<p>GCC 18</p>	<ol style="list-style-type: none"> 1. Where applicable, a copy of a valid Performance Security, stamped, certified as authentic by LAFUND, shall form part of the documents to be presented to LAFUND before any payment is made. Within fourteen (14) days of the date of the notification of contract award, the Supplier shall furnish to LAFUND the Performance Security which shall be in the form of an original Bank Guarantee that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document. 2. The Performance Security shall be issued by a commercial bank licensed by the Central Bank of Kenya. The bank must be located in Kenya. 3. The Performance Security shall be the sum of ten percent (10%) of the contract price. It shall be in the currency of the contract price. 4. Failure of the Supplier to furnish the Performance Security, the award shall be annulled and the Tender Security forfeited, in which event LAFUND may notify the next lowest evaluated Tenderer that its Tender has been accepted. 5. The proceeds of the Performance Security shall be payable to LAFUND as compensation for any loss resulting from the Supplier's failure to comply with its obligations in accordance with the contract without LAFUND being required to demonstrate the loss it has suffered. 6. The Performance Security shall be valid for a minimum of sixty (60) days after satisfactory delivery. 7. LAFUND shall seek authentication of the Performance Security from the issuing bank. 8. Subject to the provisions of this contract, the Performance Security will be discharged by LAFUND and returned to the Supplier not earlier than sixty (60) days following the date of completion of the Supplier's obligations under the contract, including any warranty obligations, under the contract.
<p>GCC 22</p>	<ol style="list-style-type: none"> 1. The goods supplied under this contract shall conform to the technical specifications and standards given in Section V, Schedule of requirements and, when no standards is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

	<p>2. Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 33.</p>
GCC 23.2	<ul style="list-style-type: none"> a) The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. b) The method of packaging, labeling and marking shall comply strictly with such special requirements as shall be specified and attached to the Tender and particular Order. c) The labelling, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract. d) The Goods shall be packed in good condition suitable for sea/air/road/rail dispatch. Hazard in transit to the final destination shall include rough handling and storage in tropical conditions. e) The Supplier shall enclose a packing list in each package and all documents relating to the Order shall show the Stores Code Number detailed against the items. f) The Supplier shall ensure that all cases or packages shall be marked (painted) with bright pink bands five (5) inches in width so as to form a diagonal cross on every face. All bundles and pieces must bear a conspicuous bright pink colour mark to ensure identification in any position in which they may appear on unloading. g) The Supplier shall ensure that all lettering shall be no less than seven decimals five centimeters (7.5cm) or three inches (3”) high.
GCC 24.1	<p>a) The Supplier shall (except in respect to losses, injuries or damage resulting from any act or neglect of LAFUND) indemnify and keep indemnified LAFUND against all losses and claims for injuries or damage to any person or property whatsoever which may arise out of or in consequence of the contract and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.</p>
GCC 25.1	<ul style="list-style-type: none"> a) Responsibility for transportation of the Goods shall be as specified in the Incoterms. b) The Consignee shall be the supplier or supplier’s agent whose responsibilities shall include payment of all Customs taxes, duties and levies, clearance of the Goods, and delivery to LAFUND stores. For avoidance of doubt, this includes Value Added Tax (VAT), Railway Development Levy (RDL) and Import Duties.

- a) LAFUND or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract specifications. LAFUND shall notify the Supplier in writing in a timely manner, of the identity of any representative(s) retained for these purposes.
- b) Prior to the manufacture or production of the goods on order, LAFUND reserves the right to inspect the manufacturing or production facility and the quality management system. The manufacturer or producer shall meet the cost of routine inspection while LAFUND shall meet the travel costs and accommodation of its nominated officers inspecting and witnessing tests.
- c) It is the responsibility of the Supplier to confirm if this right is to be exercised. Such visit and or inspection shall in no way prejudice LAFUND's rights and privileges.
- d) Upon completion of manufacturing or production process, LAFUND reserves the right to send two of its nominated officers to inspect the goods on order at the place of manufacture where inspection and acceptance tests as per tender specifications shall be carried out in their presence. Tests shall be done in accordance with the test standard(s) given in the Technical Specification of the goods on order.
- e) The manufacturer or producer shall meet the cost of tests as per tender specifications while LAFUND shall meet the travel costs and accommodation of nominated officers inspecting and witnessing the tests.
- f) The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of production, manufacture, delivery and or at the goods' final destination. If conducted on the premises of the Supplier 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 LAFUND. In all cases, the equipment used for tests must be validly calibrated by the national standards body and a copy (ies) of the calibration certificate(s) must be submitted with the test report(s).
- g) Complete test report(s) for all the goods as per Tender Specifications shall be submitted to LAFUND for approval before packaging and shipment. No material or goods shall be shipped or delivered without written approval from LAFUND.
- h) Should any inspected or tested goods fail to conform to the specifications, LAFUND shall reject the goods, and the Supplier shall either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to LAFUND. The period for replacement or alterations together with delivery to LAFUND shall be fourteen (14) days or as may otherwise be specified in the Notice of Rejection.
- i) The Supplier shall collect the rejected goods within fourteen (14) days from the date of notification of rejection. If the rejected goods are not collected within this period, LAFUND, may (without being responsible for any loss or damage) sell any such rejected goods, holding the proceeds less all costs incurred to the credit of the Supplier.
- j) LAFUND's right to inspect, test and where necessary, reject the goods after their arrival shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by LAFUND or its representative(s) prior to the goods delivery.
- k) For the avoidance of doubt, any acknowledgement by LAFUND on the Supplier's

or sub- contractor's document shall not be conclusive proof or evidence of satisfactory delivery without duly authorized approval by LAFUND.

l) Nothing in clause 9 shall in any way release the Supplier from any warranty or other obligations under this Contract.

m) Upon completion of manufacturing or production process it shall be mandatory for Supplier to notify in writing the date and time when LAFUND nominated officers may conduct Factory Acceptance Test (FAT) by giving reasonable notice.

<p>GCC 28</p>	<ol style="list-style-type: none"> 1. The Warranty will remain valid for twenty four (24) months period after the Goods have been delivered and accepted. 2. LAFUND shall give notice to the Supplier stating the nature of any defects together with all available evidence thereof, promptly following the discovery thereof and shall afford all reasonable opportunity for the Supplier to inspect such defects. 3. Upon receipt of such notice, the Supplier shall, within the period specified expeditiously repair or replace the defective Goods or parts thereof, at no cost to LAFUND. 4. If having been notified, the Supplier fails to remedy the defect within the period specified, the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the LAFUND may have against the Supplier under the Contract.
<p>GCC 34</p>	<p>1)Variation of a contract shall only be considered after twelve months from the date of signing the contract.</p>

SECTION VIII ~ CONTRACT FORMS

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful tenderer after contract award.

FORM No. 1: NOTIFICATION OF INTENTION TO AWARD

This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender. Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form on the format below.

--

FORMAT

1. For the attention of Tenderer's Authorized Representative

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

[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

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

This Notification is sent by _____ *(Name and designation)*

3. Notification of Intention to Award

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

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

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

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

a) The successful tenderer

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

b) Other Tenderers

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

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

(Note a) State NE if not evaluated

5. How to request a debriefing

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

6. How to make a complaint

- a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [*insert date*] (*local time*).
- b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:
 - i) Attention: _____ [*insert full name of person, if applicable*]
 - ii) Title/position: _____ [*insert title/position*]
 - iii) Agency: _____ [*insert name of Employer*]
 - iv) Email address: _____ [*insert email address*]

- c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.
- d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website www.ppra.go.ke or email complaints@ppra.go.ke.

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

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

7. Standstill Period

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

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

On behalf of the Employer:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

_____ Email: _____

FORM NO. 2 ~ REQUEST FOR REVIEW

FORM FOR REVIEW(r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

..... **APPLICANT**

AND

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

Request for review of the decision of the..... (Name of the Procuring Entity ofdated the...day of20.....in the matter of Tender No.....of20..... for (Tender description).

REQUEST FOR REVIEW

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

grounds , namely: 1.

2.

By this memorandum, the Applicant requests the Board for an order/orders that: 1.

2.

SIGNED(Applicant) Dated on.....day of/...20.....

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

SIGNED

Board Secretary

FORM NO. 3 LETTER OF AWARD

[Use letter head paper of the Procuring Entity]

_____ *[Date]*

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

Subject: Notification of Award Contract No.

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

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

FORM NO. 4 - CONTRACT AGREEMENT

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

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

1. WHEREAS the Procuring Entity invited Tenders for certain Goods and ancillary services, viz.,

[insert brief description of Goods and Services] and has accepted a Tender by the Supplier for the supply of those Goods and Services, the Procuring Entity and the Supplier agree as follows:

i) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

ii) The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.

- a) the Letter of Acceptance
- b) the Letter of Tender
- c) the Addenda Nos. _____ (if any)
- d) Special Conditions of Contract
- e) General Conditions of Contract
- f) the Specification (including Schedule of Requirements and Technical Specifications)
- g) the completed Schedules (including Price Schedules)
- h) any other document listed in GCC as forming part of the Contract

iii) In consideration of the payments to be made by the Procuring Entity to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

2. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

3. IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya on the day, month and year indicated above.

For and on behalf of the Procuring Entity

Signed: _____ *[insert signature]*

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

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

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

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

___*[insert identification of official witness]*

FORM NO. 5 ~ PERFORMANCE SECURITY [Option 1 ~ Unconditional Demand Bank Guarantee] –(Applicable)

[Guarantor letterhead]

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

Date: _____ *[Insert date of issue]*

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

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

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

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

FORM No. 6 - PERFORMANCE SECURITY [Option 2- Performance Bond]- (Not Applicable)

[Note: Procuring Entities are advised to use Performance Security – Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]

[Guarantor letterhead or SWIFT identifier code]

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

PERFORMANCE BOND No.: _____

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

1. By this Bond _____ as Principal (hereinafter called “the Contractor”) and _____] as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____] as Obligee (hereinafter called “the Employer”) in the amount of _____ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Employer dated the _____ day of _____, 20_____, for _____ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
 - 1) complete the Contract in accordance with its terms and conditions; or
 - 2) obtain a tender or tenders from qualified tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or
 - 3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.
6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day _____ of _____ 20____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _ in the capacity of _____

In the presence of _____

FORM NO. 7 - ADVANCE PAYMENT SECURITY [Demand Bank

Guarantee]

[Guarantor letterhead]

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

Date: _____ *[Insert date of issue]*

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

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

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

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

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

¹ *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency of the advance payment as specified in the Contract.*

² *Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*

FORM NO. 8 BENEFICIAL OWNERSHIP DISCLOSURE FORM

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

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.

Tender Reference No.: _____ [insert identification no]
 Name of the Tender Title/Description: _____ [insert name of the assignment] to:
 _____ [insert complete name of Procuring Entity]

In response to the requirement in your notification of award dated [insert date of notification of award] to furnish additional information on beneficial ownership: _____ [select one option as applicable and delete the options that are not applicable]

I) We here by provide the following beneficial ownership information.

Details of Beneficial ownership

Details of all Beneficial Owners	% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
<p>1. Full Name:</p> <hr/> <p>National identity card number or Passport number:</p> <hr/> <p>Personal Identification Number (where applicable);</p> <hr/> <p>Nationality:</p>	<p>Directly --- ~ ~ ~ ~ ~ ~ % of shares</p> <p>Indirectly --- ~ ~ ~ ~ ~ ~ % of shares</p>	<p>Directly..... % of voting rights</p> <p>Indirectly --- ~ ~ ~ ~ ~ ~ % of voting rights</p>	<p>1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -- ---No----</p> <p>2. Is this right held directly or indirectly?:</p> <p>Direct..... ...</p>	<p>1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes -----No----</p> <p>2. Is this influence or control exercised directly or</p>

Date of birth <i>[dd/mm/yyyy]</i>			Indirect.....	indirectly? Direct.....
Postal address				Indirect.....
Residential address				...
Telephone number				

	Email address				
	Occupation or profession				
	Details of all Beneficial Owners	% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
2.	<p>Full Name;</p> <p>National identity card number or Passport number;</p> <p>Personal Identification Number (where applicable)</p> <p>Nationality(ies):</p> <p>Date of birth [dd/mm/yyyy]</p> <p>Postal address;</p> <p>Residential address;</p> <p>Telephone number;</p> <p>Email address;</p> <p>Occupation or profession;</p>	<p>Directly-- --- ~ ----- % of shares</p> <p>Indirectly --- ~ ----- % of shares</p>	<p>Directly.....% of voting rights</p> <p>Indirectly--- ---- --- % of voting rights</p>	<p>1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -- ---No----</p> <p>2. Is this right held directly or indirectly?:</p> <p>Direct..... ... Indirect.....</p>	<p>1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes -----No----</p> <p>2. Is this influence or control exercised directly or indirectly?</p> <p>Direct..... ... Indirect.....</p>
3.					
e.f					
.c					

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II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020. (Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

- IV) holds at least ten percent of the issued shares in the company either directly or indirectly;
 - (a) exercises at least ten percent of the voting rights in the company either directly or indirectly;
 - (b) holds a right, directly or indirectly, to appoint or remove a director of the company; or
 - (c) exercises significant influence or control, directly or indirectly, over the company.

V) What is stated to herein above is true to the best of my knowledge, information and belief.

VI) I _____ of ID/Passport No of Postal/Physical Address
 on behalf of _____ Ltd/Plc hereby authorize and

consent to The Kenya Power & and Lighting Company PLC, publishing information with regards to the beneficial ownership to of _____ Ltd/Plc in its books of accounts, Website and/or otherwise as it will deem fit.

Name of the Tenderer..... *(complete Name of the tenderer)*
 Name of the person duly authorized to sign the Tender on behalf of the Tenderer..... *[insert complete name of person duly authorized to sign the Tender]*

Designation of the person signing the Tender..... *[insert complete title of the person signing the Tender]*

Signature of the person named above *[insert signature of person whose name and capacity are shown above]*

Date this *[insert date of signing]* day of..... *[Insert month], [insert year]*

Bidder Official Stamp.....

FORM NO. 9 ~ SUBCONTRACTORS

(INFORMATION TO BE PROVIDED BY THE TENDERER)

As per the requirements of Clause 21 of General Conditions of Contract, following is a list of subcontractors and the portions of the Work to be subcontracted:

No.	Subcontractor	Address	Brief Description of the Works to be Subcontracted	% works subcontracted

FORM NO. 10 - PREVIOUS EXPERIENCE WITH SIMILAR WORK

(INFORMATION TO BE PROVIDED BY THE TENDERER)

As required by Clause 15.5 of the Instructions To Tenderers, following is a list of work that the Tenderer has previously performed which is similar to that described in the Request for Proposal:

No.	Description	Customer Name & Contacts	Date of Supply