



NAIROBI CITY WATER & SEWERAGE COMPANY LTD.

KAMPALA RD, P. O. Box 30656-00100, Nairobi, Kenya

Tel: +254 0703 080 000



CONTRACT No. NCWSC/07/2020

**SUPPLY AND DELIVERY OF COMPUTERS
AND LAPTOPS LOTS.**

August, 2020

Closing Date: Friday, August, 28th, 2020

Closing Time:..... 12:00 noon

Board of Directors:

B.L.Okumu (Chairman), T.Muriuki (Vice-Chair), N.C.C. County Secretary, N.C.C. C.E.C.M. Finance &Economic Planning, N.C.C. C.O. Water, Sanitation & Energy, M.Kuruga, E. Mukuhi, L.M.Kamba, K. Nyamu, M. Mumo,

M.A Abdullahi , Eng. N. M. Muguna (Managing Director)

SECTION I INVITATION TO BID

NCWSC/07/2020 - SUPPLY AND DELIVERY OF COMPUTERS AND LAPTOPS LOTS.

- 1.1 The Nairobi City Water and Sewerage Company Ltd invites sealed bids from eligible candidates for **SUPPLY AND DELIVERY OF COMPUTERS AND LAPTOPS LOTS**. The detailed breakdown requirements can be obtained in the schedule of requirements/price schedule inside the bid document.
- 1.2 Interested eligible candidates may obtain further information from and inspect the Bid documents at the Procurement Office, Nairobi City Water and Sewerage Company Ltd, on Kampala Road off Enterprise Road, Industrial Area Nairobi during normal working hours (08:30 – 15:30 local time on Mondays to Fridays except during lunch time from 13:00 to 14:00 hours and public holidays.).
- 1.3 A complete set of Bid documents may be obtained by interested candidates from the company's website; www.nairobiwater.co.ke. Bidders **MUST** immediately email their name and contact details (company name, cell-phone number and email,) to: **tenders@nairobiwater.co.ke** for records, communication of any tender clarifications and addenda.
- 1.4 Prices quoted shall be net and inclusive of all taxes; and be in Kenya Shillings. They shall remain valid for a period of one hundred and fifty (150) days from the closing date of the Bid.
- 1.5 Bids will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Nairobi City Water and Sewerage Company Ltd.
- 1.6 All bids shall be accompanied by a bid security from the bank of not less than **Kes 100,000/=** (Kenya Shillings One Hundred Thousand) for each lot only.
- 1.7 This tender is only open to those who meet the requirements for eligibility
- 1.8 All pages must be serialized by the bidder for each bid submitted

For Managing Director

Nairobi City Water & Sewerage Company Ltd

Kampala Road, off Enterprise Road

P O Box 30656-00100-00100

Tel. 254 703 080403

Nairobi, Kenya

E-mail: tenders@nairobiwater.co.ke

Website: www.nairobiwater.co.ke

FORM OF BID

TO: The Managing Director

Nairobi City Water and Sewerage Company Ltd

P. O. Box 30656 - 00100

NAIROBI, KENYA

Gentlemen:

Having examined the bidding documents including Addenda Nos..... [*insert numbers*], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to in conformity with the said bidding document for the sum of

Lot 1

Kes.....
.....(*words*)..... *figures*

Lot 1

Kes.....
.....(*words*)..... *figures*

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake our Bid if accepted to commence the services in accordance with the delivery schedule specified in the Schedule of Requirements.

After our Bid is accepted we shall furnish a security in the form of Bank Guarantee (to be approved by you) to be jointly and severally bound with us in an amount of 10% of the above named sum, which shall be subject to release to the Supplier in accordance with the General Conditions of the Contract.

We agree to abide by this Bid for a period of 150 days from the date of Bid submission prescribed in the Invitation to Bid and it shall remain binding upon us and may be accepted any time before the expiration of that period.

Unless and until an Agreement is prepared and executed, this Bid together with your written acceptance thereof shall constitute a binding Contract between us.

A Bid security in the sum of Kes 100,000/= (Kenya Shillings one Hundred Thousand) for each lot is enclosed with this Bid. The bid security is valid for at least 180 days from the date of bid submission).

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

We hereby agree that any errors in our Bid shall be adjusted as defined in the Bid Document under instructions to Bidders.

Dated this _____ day of _____ 2020

(Name)

(Signature)

In the capacity of _____

duly authorized to sign Bids, for and on behalf of

P. O. Box _____ Code _____

Name of Witness

Address

Signature of Witness

SECTION II - INSTRUCTIONS TO BIDDERS

2.1 Eligible Bidders.

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

2.2 Eligible Goods

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

2.3 Cost of Bidding

- 2.3.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
- 2.3.2 All firms found capable of performing the contract satisfactorily in accordance to the set prequalification criteria shall be pre-qualified.

2.4 The Bid Document

- 2.4.1 The Bid document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Bidders
 - (i) Invitation to Bid
 - (ii) Instructions to Bidders
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract
 - (v) Schedule of requirements
 - (vi) Technical Specifications
 - (vii) Bid Form and Price Schedules
 - (viii) Bid Security Form
 - (ix) Contract Form
 - (x) Performance Security Form

(xi) Confidential Business Questionnaire

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

2.5 Clarification of Documents

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

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

2.6 Amendment of Documents

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

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

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

2.7 Language of Bid

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

2.8 Documents Comprising of Bid

2.8.1 The Bid prepared by the Bidders shall comprise the following components

- (a) a Bid Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1.2 that the Bidder is eligible to Bid and is qualified to perform the contract if its Bid is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2.1 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Bid documents; and
- (d) Bid security furnished in accordance with paragraph 2.14

2.9 **Bid Forms**

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

2.10 **Bid Prices**

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

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

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

2.10.4 The validity period of the Bid shall be 150 days from the date of opening of the Bid.

2.11 **Bid Currencies**

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

2.12 **Bidders Eligibility and Qualifications**

2.12.1 Pursuant to paragraph 2.1. the Bidder shall furnish, as part of its Bid,

documents establishing the Bidders eligibility to Bid and its

qualifications to perform the contract if its Bid is accepted.

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

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

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

2.13 Goods Eligibility and Conformity to Bid Documents

- 2.13.1 Pursuant to paragraph 2.2 of this section, the Bidder shall furnish, as part of its Bid documents establishing the eligibility and conformity to the Bid documents of all goods which the Bidder proposes to supply under the contract
- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3 The documentary evidence of conformity of the goods to the Bid documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristic of the goods;
 - (b) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(b) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Bid Security

- 2.14.1 The Bidder shall furnish, as part of its Bid, a Bid security for the amount specified in the Appendix to Invitation to Bidders.
- 2.14.2 The Bid security shall be accompanied by a bid security of not less than Kes **100,000/=** (Kenya Shillings one Hundred Thousand) for each lot
- 2.14.3 The Bid security is required to protect the Procuring entity against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 2.14.4 The Bid security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank cheque or a bank guarantee or by an Insurance Company approved by PPOA, in the form provided in the Bid documents and valid for one hundred and eighty (180) from the date of Bid submission.

2.14.5 Any Bid not secured in accordance with paragraph 2.14.2 and 2.14.4 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Bidder's Bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of Bid validity prescribed by the Procuring entity.

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

2.14.8 The Bid security may be forfeited:

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

2.15 **Validity of Bids**

2.15.1 Bids shall remain valid for 150 days or as specified in the Invitation to Bid after the date of Bid opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A Bid valid for a shorter period shall be rejected by the Procuring entity as non responsive.

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

2.16 **Format and Signing of Bid**

2.16.1 The Bidder shall prepare and submit two copies of the Bid, clearly marking each "**ORIGINAL BID**" and "**COPY OF BID,**" as appropriate. In the event of any discrepancy between them, the original shall govern.

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

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

2.17 Sealing and Marking of Bids

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

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the Invitation to Bid:

(b) Bear, Bid number and name in the Invitation for Bids and the words, ***“DO NOT OPEN BEFORE,” Friday, August 28th, 2020***

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

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

2.18 Deadline for Submission of Bids

2.18.1 Bids must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **12.00 noon –Friday, August 28th, 2020.**

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

2.19 Modification and Withdrawal of Bids

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

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

2.19.3 No Bid may be modified after the deadline for submission of Bids.

2.19.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security, pursuant to paragraph 2.14.8

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

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

2.20 Opening of Bids

2.20.1 The Procuring entity will open all Bids in the presence of Bidders' representatives who choose to attend, at **12.00 noon on Friday, August 28th, 2020** and in the location specified in the Invitation to Bid.

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

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

2.20.3 The Procuring entity will prepare minutes of the Bid opening.

2.21 Clarification of Bids

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

2.21.2 Any effort by the Bidder to influence the Procuring entity in the Procuring entity's Bid evaluation, Bid comparison or contract award decisions may result in the rejection of the Bidders' Bid.

2.22 Preliminary Examination

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

- 2.22.2 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
- 2.22.2 The Procuring entity may waive any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any Bidder.
- 2.22.3 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each Bid to the Bid documents. For purposes of these paragraphs, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bid documents without material deviations. The Procuring entity's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 2.22.4 If a Bid is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the Bidder by correction of the non conformity.
- 2.22.5 The Company reserves the right to waive minor deviations in the evaluation criteria if they do not materially affect the capability of an applicant to perform.

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Bids

- 2.24.1 The Procuring entity will evaluate and compare the Bids which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.24.2 The Bid evaluation committee shall evaluate the Bid within 30 days of the validity period from the date of opening the Bid.
- 2.24.3 A Bidder who gives false information in the Bid document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.
- 2.24.4 Each lot if applicable shall be considered as a separate contract and may be awarded on its own.

2.25 Preference

- 2.25.1 Preference where allowed in the evaluation of Bids shall not exceed 15%.

2.26 Contacting the Procuring entity

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

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

2.27 Award of Contract

(a) Post-qualification

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

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

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

(b) Award Criteria

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

(c) Procuring entity's Right to Vary quantities

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

(d) Procuring entity's Right to accept or Reject Any or All Bids

2.27.6 The Procuring entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Procuring entity's action.

2.28 Notification of Award

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

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

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

2.29 Signing of Contract

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

2.29.2 The parties to the contract shall have it signed within the tender validity period there is an administrative review request.

2.30 Performance Security

2.30.1 Within twenty one (21) days of the receipt of notification of award from the Procuring entity, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bid documents, or in another form acceptable to the Procuring entity.

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

2.31 Corrupt or Fraudulent Practices

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

- (i) "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among Bidder (prior to or after Bid submission) designed to establish
- (iii) Bid prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;
- (iv) 'Collusive Practice' means a scheme or arrangement between two or more bidders, with or without the knowledge of the Company, designed to establish bid prices at artificial, noncompetitive levels, and
- (iv) 'Coercive Practice' means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of a contract.

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

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

2.32 Other sanctions

The company shall provide sanctions against firms that have not performed according to professionally regulated procedures, contractual agreements or legislation. The latter includes those in serious violations of fair employment laws & practices and known violation of the Public Procurement and Asset Disposal Act, 2015.

Appendix to Instructions to Bidders

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

INSTRUCTIONS TO BIDDERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO BIDS
2.1.1	<p><i>Eligible Bidders must: -</i></p> <ul style="list-style-type: none"> • <i>Be incorporated in Kenya</i> • <i>Have complied with all tax requirements</i> • <i>Be established businesses & show proof</i> • <i>Have undertaken similar assignments in value and nature in the last three years. Evidence of this, e.g. testimonial letters or copies of orders from such authority, shall be presented with this bid on submission.</i> • <i>Have financial and technical capability.</i> • <i>Not have any pending works with the Company that are in dispute or had a contract terminated for nonperformance by the Company in the last three years</i>
2.1.3	<i>The qualification statement shall be drawn on bidder's letterhead, signed and stamped.</i>
2.1.4	<i>A statement declaring bidder is not ineligible for corrupt and fraudulent practices shall be drawn on bidder's letterhead, signed and stamped.</i>
2.2.1	<i>Must Disclose the source of the goods</i>
2.4.1-xi	<i>Shall be signed, stamped and dated</i>
2.4.2	<i>Pay special attention to this clause</i>
2.8.1	<i>Pay special attention to the clause (See 2.22.4 below)</i>
2.9.1	<i>Pay special attention to the clause</i>
2.10.2	<i>Prices quoted shall be inclusive of all taxes, duties, incidentals etc and shall be delivered prices to Kampala road depot; main Company stores or any other store within Nairobi.</i>
2.10.3	<i>No price variations are applicable in the performance of this contract.</i>
2.11.1	<i>The bid price shall be in Kenya shillings – (See 2.23.1 below)</i>
2.12	<i>Pay special attention to the clause. The requirements of this clause shall form part of the evaluation criteria</i>
2.13.3 (a) & (b)	<i>Pay special attention to the clause. The requirements of this clause shall form part of the evaluation criteria</i>
2.13.4	<i>Pay special attention to the clause. The requirements of this clause shall form part of the evaluation criteria</i>
2.14.1	<i>The Bid security for each lot shall be not less than Kes 100,000/= (one Hundred Thousand) only per lot and valid for 180 days from the date of bid submission.</i>
2.14.4	<i>Pay special attention to the clause.</i>
2.16.1	<i>Bidders shall prepare and submit two copies and mark them clearly as “ORIGINAL BID” and “COPY BID”.</i>
2.16.3	<i>Any alterations shall be initialed by the person or persons signing the bid. Any alterations not initialed shall lead to disqualification of the bid.</i>

2.17	<i>Pay special attention to the clause</i>
2.18.1	<i>Bids must be received by 12.00noon on Friday , August 28th 2020</i>
2.20.1	<i>Bids shall be opened immediately thereafter receipt at 12.00 on Friday, August 28th 2020.</i>
2.22.4	<p><u>Preliminary EVALUATION (All Are Mandatory)</u></p> <ul style="list-style-type: none"> i. <i>Bidders shall prepare and submit two copies (marked clearly “ORIGINAL BID” and “COPY BID”).</i> ii. <i>Written confirmation on bidder’s letter head that the bidder has not been debarred as a supplier, service provider or consultant for goods, services or works in Kenya; and that the bidder is eligible to participate in Procurement and also a statement declaring that if selected, the bidder shall not be involved in corruption.</i> iii. <i>Submit authority to seek references from the Bidders bankers and references</i> iv. <i>Offered Valid Bid Security for each lot from Bank or Insurance Company Approved by PPRA. The Bid security shall be not less than Kes 100,000/= (Kenya Shillings one hundred thousand)</i> v. <i>Bid Security Valid for 180 Days from date of Bid Opening.</i> vi. <i>Attach Copy of Valid Certificate of Incorporation/Registration (for companies attach valid copy of CR12/ ID for the owner of a business name).</i> vii. <i>Attach Copy of Current Valid Tax Compliance Certificate.</i> viii. <i>Attach Copy of Current Valid Certificate of Compliance to N.H.I.F</i> ix. <i>Attach Copy of Current Valid Certificate of Compliance to N.S.S.F.</i> x. <i>Current valid business permit from County Government</i> xi. <i>Form of Bid duly completed, signed, stamped and witnessed.</i> xii. <i>Price Schedule duly completed (Bidders are advised to fill on the provided Price Schedule as a Mandatory requirement for Uniformity during Evaluation).</i> xiii. <i>All alterations if any must be countersigned by the bidder.</i> xiv. <i>Confidential Business Questionnaire duly filled</i> xv. <i>Attach audited financial accounts for the last two financial years.</i> xvi. <i>Must indicate the Origin of goods to be supplied (NB: no country is known as LOCAL)</i> xvii. <i>Bidders must Paginate and Stamp every Page of their document with Official rubber Stamp for Ownership.</i>

xviii. *Must submit written power of Attorney.*

xxiv. *Further, the Original Bid Document issued by NCWSC shall be returned as part of the Tender Document. Bidders must submit all the pages of the Bid document as issued without altering the content therein. All required information shall be attached to the Original Tender document and neatly bound. Documents submitted as Loose papers will be rejected at Preliminary evaluation stage and shall not progress to Technical Evaluation Stage.*

A bidder who fails to meet any of the above details shall be dropped at this stage and shall not be progressed to the Technical Evaluation stage

Technical Evaluation: Mandatory

Lot 1

1. Manufacturer Authorization - Bidder must attach manufacturer's Authorization letter, or certificate of partnership, or equivalent recognized document from the manufacturer or their Authorized Tier 1 Distributors. Where the distributor has issued the Authorization, it should be supported by Manufacturer Authorization to that Distributor issuing the Authorization

2. Experience/Reputation. Proof of satisfactory service for contracts of similar or higher value executed within the last three (3) years. Submit reference letters from at least two (2) clients accompanied by either an order or a signed contract document. Reference letter should have full contacts; postal address, telephone and email.

3. Manufacturer warranty (Note to be verified from manufacturer website once computers are supplied)

4. Microsoft certified partner for licenses (to be verified on Microsoft portal)

5. Valid ICT Authority certificate of accreditation

Lot 2

1. Manufacturer Authorization - Bidder must attach manufacturer's Authorization letter, or certificate of partnership, or equivalent recognized document from the manufacturer or their Authorized Tier 1 Distributors. Where the distributor has issued the Authorization, it should be supported by Manufacturer Authorization to that Distributor issuing the Authorization

2. Experience/Reputation. Proof of satisfactory service for contracts of similar or higher value executed within the last three (3) years. Submit reference letters from at least two (2) clients accompanied by either an order or a signed contract document. Reference letter should have full contacts; postal address, telephone and email.

3. Manufacturer warranty (Note to be verified from manufacturer website once computers are supplied)

	<p>4. Microsoft certified partner for licenses (to be verified on Microsoft portal)</p> <p>5. Valid ICT Authority certificate of accreditation</p> <p><i>Failure to respond to any Requirement will lead to Non-Responsiveness of that Technical Specification.</i></p>
	<p><i>Financial Evaluation:</i></p> <p><i>Financial Evaluation will be conducted only on firms that will be Technically Responsive.</i></p> <p><i>Financially Responsive Firm will be the firm that will be Lowest in price at this Stage</i></p>
2.22.6	<i>This is applicable</i>
2.23.1	<i>The Company shall allow bids only quoted in Kenya shillings</i>
2.25	<i>This is not applicable</i>
2.27.1	<i>No pre-qualification shall be applicable</i>
2.27.2	<i>Bidder shall provide two immediate years signed audited accounts or a letter from the bank indicating the credit facility available or a certificate from the bank indicating the amount of deposit available at short notice for this contract.</i>
2.27.3	<i>See 2.22.5 above</i>
2.27.5	<i>Quantity variation is not allowed for this contract</i>
2.28.2	<i>The award shall be subject to no appeals</i>
2.28.3	<i>The requirements of the Public Procurement & Asset Disposal Act, 2015 shall apply.</i>
2.30.1	<i>Performance security shall be 10% of the Bid sum.</i>
2.31	<i>This shall lead to rejection of the bid in total and may be subject to debarment in future.</i>
2.32	<i>This will be taken very seriously and may result to a bid being declared non-responsive.</i>

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Country of Origin

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

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

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

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

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

3.6 Patent Rights

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

3.7 Performance Security

3.7.1 Within Twenty one (21) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

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

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

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

3.8 Inspection and Tests

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

3.8.2 The inspections and tests may be conducted in the premises of the Bidder or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Bidder or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

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

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

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

3.9 Packing

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

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

3.10 Delivery and Documents

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

3.11 Insurance

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

3.12 Payment

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

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

3.13 Prices

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

3.13.2 Contract price variations shall not be applicable for the first one year (12 months).

3.13.3 Contract price variation shall be as per the provisions of the PPADA 2015.

3.14. Assignment

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

3.15 Subcontracts

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

3.16 Termination for default

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

- (a) if the Bidder fails to deliver any or all of the goods within the periods) specified in the Contract, or within any extension thereof granted by the Procuring entity
- (b) if the Bidder fails to perform any other obligation(s) under the Contract
- (c) if the Bidder, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

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

3.16.3 Either Party may terminate the contract for any reason provided that such termination is communicated to the other Party by way of a notice and provided that such a notice is given three calendar months from the date of receipt of the notice to the date of the termination.

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

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

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

3.19 Language and Law

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

3.20 Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.3.1	<i>Bidder shall clearly indicate the origin of the goods</i>
3.4.1	<i>See the Technical Specifications.</i>
3.6.1	<i>An indemnity on the bidder's letter head, signed and stamped shall form part of the bid document. Noncompliance may render the bid non-responsive.</i>
3.7.1	<i>Performance security shall be 10% of the awarded contract sum in form of a bank guarantee.</i>
3.7.3	<i>Pay special attention to the clause</i>
3.10.1	<i>The awarded firm shall commence deliveries immediately but not later than fourteen (14) days from the date of signing the contract agreement.</i>
3.11.1	<i>Bidder shall fully insure the goods against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery to NCWSC.</i>
3.12	<i>Terms of payment shall be sixty (60) days from the date of the invoice.</i>
3.13.1 & 3.13.2	<i>Prices quoted shall be delivered prices to the respective sites indicated in the schedule of requirements. Price adjustments are not allowed for this contract.</i>
3.13.3	<i>Price variation not allowed for this contract</i>
3.14.1	<i>Bidder shall not assign in part or in whole this contract</i>
3.15.1	<i>Bidder shall not subcontract in part or in whole this contract</i>
3.16.3	<i>This is applicable for any general termination not clearly defined in this document</i>
3.16.2	<i>Bidder shall bear the difference between the market price and the contract price for the cancelled contract</i>
3.16.3	<i>This shall apply for any reason not so specified.</i>
3.17.1	<i>Liquidated damages shall be 0.5% (point five percent) of the contract amount per day, upto a maximum of 10% (ten percent) which is equivalent to the value of the performance security</i>
3.18.2	<i>The cost of arbitration shall be borne on a 50/50 basis</i>

SECTION V - TECHNICAL SPECIFICATIONS PREAMBLE

5.1 General

- 5.1.1 These specifications describe the requirements for goods. Bidders are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply.
- 5.1.2 All the capacities of the goods to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.3 The Bidders are requested to present information along with their offers as follows:
- (i) Shortest possible delivery period of each product that should not deviate too much from the timeline indicated in the bid document.
 - (ii) The country of origin for all imported goods in pursuant to GCC 3.3
 - (iii) The contract shall be per lot.

LOT 1: SUPPLY AND DELIVERY OF COMPUTERS

Technical Requirements: This Lot covers the Supply and Delivery of Desktop Computers and Laptops. The below gives the minimum requirements. Bidders are required to duly fill in the tables under the “Bidder’s Response” column to respond, irrespective of any attachments included. Failure to conform to this condition will render the bid being treated as non-responsive

1. Bidders are required to fill the table below or use its format to respond.
2. Bidders MUST provide substantive responses FOR ALL FEATURES irrespective of any attached technical documents. Use of YES, NO, TICK, BLANK/ EMPTY SPACES, COMPLIANT ETC will be considered non-responsive.
3. Bidders MUST append official company stamp and authorized signature on all attached technical data sheets.
4. Any attached brochures and write-ups should be cross-referenced to the technical specifications
5. Genuine windows operating system licenses to be registered under Nairobi City Water and Sewerage Company Limited (Microsoft licensing portal)

1.1 TECHNICAL SPECIFICATIONS FOR DESKTOP

1.2 DESKTOP

Main Use: Desktop for Normal Office Work

Higher or Equivalent to OptiPlex 5070 Small Form Factor-QTY 50

S/No	Component	Minimum Requirement	Vendor Compliance
1.	Brand and model	Internationally Recognized Mature Brand	
2.	Manufacturer Authorization	Bidder must attach manufacturer’s Authorization letter, or certificate of partnership, or any equivalent recognized document from the manufacturer or their Authorized Tier 1 Distributors. Where the distributor has issued the Authorization, it should be supported by Manufacturer Authorization to that Distributor issuing the Authorization	
3	Processor	intel® Core™ i7-9700 (8 Cores/12MB/8T/3.0GHz to 4.7GHz/65W); supports Windows 10/Linux	
4	Graphics	Intel® Integrated Graphics	
5	Memory	16GB 1x16GB 2666MHz DDR4 Memory	
6.	USB port security (ISO 27001:2013)	Ability to lock out other media devices apart from keyboard and mouse for accessing USB ports	
7.	Form Factor	OptiPlex 5070 Small Form Factor (Bronze)	
8	Internal storage	3.5" 1TB 7200RPM SATA Hard Disk Drive	
9	Keyboard	Black Dell KM636 Wireless Keyboard & Mouse	
10	Monitor	Dell OptiPlex Small Form Factor All-in-One Stand OSS17	

S/No	Component	Minimum Requirement	Vendor Compliance
11	Networking	Integrated Ethernet LAN 100/1000Mbps	
12	Power Supply	Standard 260W PSU	
13	Audio	Internal audio stereo speaker systems	
14	Operating System Recovery	Windows 10 Pro OS Recovery Media 64bit - USB	
15	External I/O Ports	At least: 1 Universal Audio Jack; 1 HDMI; 1 Display port; 1 RJ-45, 1 Line-Out; 1 Optional 3 rd Video Port (VGA/DP/HDMI) 2.0 or optional Serial or Serial &PS/2; 8 External USB: 4 x 3.1 Gen 1 (2 front, 2 rear) and 4 x 2.0 (2 front, 2 rear – 2 Smart Power On)	
16	optical DRIVE	8x DVD+/-RW 9.5mm Optical Disk Drive	
	Image Restore	Dell Backup and Recovery	
	System Monitoring Options	Dell Watchdog Timer	
17	Dimensions (W X D X H)	Small Form Factor: 1. Width 3.7" (9.26cm) 2. Depth 11.5" (29.2cm) 3. Height 11.4" (29.0cm)	
18	Weight	Minimum Weight 11.57lb (5.26kg)	
19	Operating system	Windows 10 Pro 64bit	
	OFFICE	Microsoft Office 30 Day Trial	
	SECURITY SOFTWARE	McAfee® Small Business Security 30 Day Free Trial	
20	Warranty	3 Years Hardware Service with Onsite/In-Home Service After Remote Diagnosis Included in price	

LOT 2:

Technical Requirements: This Lot covers the Supply and Delivery of Desktop Computers and Laptops. The below gives the minimum requirements. Bidders are required to duly fill in the tables under the "Bidder's Response" column to respond, irrespective of any attachments included. Failure to conform to this condition will render the bid being treated as non-responsive.

1. Bidders are required to fill the table below or use its format to respond.
2. Bidders MUST provide substantive responses FOR ALL FEATURES irrespective of any attached technical documents. Use of YES, NO, TICK, BLANK/ EMPTY SPACES, COMPLIANT ETC will be considered non-responsive.
3. Bidders MUST append official company stamp and authorized signature on all attached technical data sheets.
4. Any attached brochures and write-ups should be cross-referenced to the technical specifications
5. Genuine windows operating system licenses to be registered under Nairobi City Water and Sewerage Company Limited (Microsoft licensing portal)

1.1 TECHNICAL SPECIFICATIONS FOR LAPTOPS

1.1.1. LAPTOP CATEGORY 1

Use Case: This Laptop is intended to be used for Normal Office Work Higher or Equivalent to Dell Latitude 3400-QTY 35

S/No	Component	Minimum Specification	Vendor Compliance
1.	Brand and model	Internationally Recognized Mature Brand	
2.	Manufacturer Authorization	Bidder must attach manufacturer's Authorization letter, or certificate of partnership, or any equivalent recognized document from the manufacturer or their Authorized Tier 1 Distributors. Where the distributor has issued the Authorization, it should be supported by Manufacturer Authorization to that Distributor issuing the Authorization	
3	Processor	8th Generation Intel® Core™ i7-8565U Processor	
4	Display	14.0" FHD (1920 x 1080) Anti-Glare, Non-Touch, Camera & Mic, WLAN capable	
5	Webcam	1080p HD camera	
6	Graphics	Nvidia GeForce® MX130 for Intel 8th Gen Core i7-8565U	
7	Memory	8GB, 1x8GB, DDR4 Non-ECC	
8	Internal storage	1TB HDD; Up to 256GB SSD SATA; Up to 512GB SSD PCIeM.2 256GB PCIe NVMe Class 35 Solid State Drive	
9	Networking	Integrated Ethernet LAN 100/1000Mbps	
10	Keyboard	Single Pointing Non-backlit Keyboard, English	
11	Wireless technology	Intel® Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0	
12	AC adapter	65 Watt, 4.5mm barrel USB-C Straight AC Adapter	
13	Battery	4 Cell 56Whr Express Charge™ Capable Battery servible by warranty	

S/No	Component	Minimum Specification	Vendor Compliance
14	Audio	High Quality Speakers; Headset/mic combo jack; Noise reducing dual array microphones; Optional IR.	
15	External I/O Ports	1x USB Type C™ 3.1 Gen 1 with Power Delivery & DisplayPort 2x USB 3.1 Gen 1, one with PowerShare 1x USB 2.0 1x HDMI 1.4 1x RJ-45 1x VGA port 1x Universal Audio Jack 1x Optional Touch Fingerprint Reader in Power Button 4.5mm adapter	
	Slots	1x Noble Wedge Lock slot 1x SD 3.0 Memory card reader	
16	Dimensions (W X D X H)	Height (Non-Touch): Front 0.73" (18.65mm) Rear 0.76" (19.25mm) x Width: 13.0" (330.3mm) x Depth: 9.37" (238mm)	
17	Operating system	Windows 10 Pro 64bit English	
	Microsoft Office	Microsoft Office 30 Day Trial	
	Security software	McAfee® Small Business Security 30 Day Free Trial	
18	Weight	Weight: Starting weight: 3.69 lbs / 1.67 kg ⁱ	
19	Warranty	1 Year Hardware Service with Onsite/In-Home Service After Remote Diagnosis	
20	Portability Genuine leather carrying bag	Dell Genuine leather carrying bag	

1.1.2 LAPTOP CATEGORY 2

Main Use: Light Weight Executive Laptop

Higher or Equivalent to Latitude 7400 2-in-1 Laptop-QTY 5

S/No	Component	Minimum Specification	Vendor Compliance.
1.	Brand and model	Internationally Recognized Mature Brand	
2.	Manufacturer Authorization	Bidder must attach manufacturer's Authorization letter, or certificate of partnership, or any equivalent recognized document from the manufacturer or their Authorized Tier 1 Distributors. Where the distributor has issued the Authorization, it should be supported by Manufacturer Authorization to that Distributor issuing the Authorization	
3	Processor	8th Generation Intel® Core™ i7-8665U Processor (4 Core,8MB Cache,1.9GHz,15W, vPro)	
4	Display	4" FHD (1920x 1080) Touch AR+AS, IR Cam & Prox Sensor, Mic, SLP Narrow Bezel	
5	Office	Microsoft Office 30 Day Trial	
	Security Software	McAfee® Small Business Security 30 Day Free Trial	
6	Graphics	integrated Intel® UHD 620 Graphics, I7-8665U vPro, Thunderbolt, 8G memory	
7	Memory	8 GB, LPDDR3, 2133 MHz, Integrated	
8	Internal storage	M.2 256GB PCIe NVMe Class 40 Solid State Drive	
9	Networking	Integrated Ethernet LAN 100/1000Mbps	
10	Keyboard	US English Keyboard with Backlight	
11	Wireless technology	Intel® Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0	
12	AC adapter	65 Watt, 4.5mm barrel USB-C Straight AC Adapter	
13	Battery	4 Cell 52 Whr ExpressCharge™ Capable	
14	Audio	High Quality Speakers; Headset/mic combo jack; Noise reducing dual array microphones; Optional IR	
15	External I/O Ports	2 USB 3.1 Gen 1, one with PowerShare, USB Type-A 2 Thunderbolt™ 3 with Power Delivery & DisplayPort, USB Type-C™ 1 HDMI 1.4 1 external uSIM card tray , WWAN 1 Touch Fingerprint Reader in Power Button	
	Slots	1 uSD 4.0 Memory card reader 1 Contacted Smartcard Reader 1 Noble Wedge Lock slot	

S/No	Component	Minimum Specification	Vendor Compliance.
16	Dimensions (W X D X H)	Height: Front 0.34" (8.53mm) Rear 0.59"(14.89mm) x Width 12.59" (319.77mm) x Depth: 7.87" (199.9mm)	
17	Operating system	Windows 10 Pro 64bit English	
	PEN	<u>Dell Premium Active Pen (PN579X)</u>	
	Security software	McAfee® Small Business Security 30 Day Free Trial	
18	Weight	Starting weight: 2.99lbs (1.36kg) ⁱ	
19	Warranty	3 Years Hardware Service with Onsite/In-Home Service After Remote Diagnosis	
20	Portability Genuine leather carrying bag	Dell Genuine leather carrying bag	

PRICE SCHEDULE

Lot 1

S/No	Description	Quantity	Unit Price	Total cost
1	Higher or Equivalent to OptiPlex 5070 Small Form Factor	50		
3	Sub Total			
4	14% Vat			
5	GRAND TOTAL			

Name of Bidder.....

Physical Address.....

Building.....Town.....

Name of Authorised Representative of Bidder.....

Signature.....

Date.....

PRICE SCHEDULE

Lot 2

Sno	Description		Unit Price	Total
1	Higher or Equivalent to Dell Latitude 3400	35		
2	Higher or Equivalent to Latitude 7400 2-in-1 Laptop	5		
3	Sub Total			
4	Add Vat			
5	Grand Total			

Name of Bidder.....

Physical Address.....

Building.....Town.....

Name of Authorised Representative of Bidder.....

Signature.....

Date.....

SECTION VII - SCHEDULE OF REQUIREMENTS

1. Delivery Program

- 1.1 Commencement of service shall be **IMMEDIATELY** but not later than fourteen (14) days from the date of receipt by the Supplier of the sealed contract documents.

- 1.2 The internal documentation shall be agreed by the two parties before commencement of the contract. This is subject to changes from time to time on mutual agreement by the two parties

NB:

- a) Sample documents shall only be for use by the relevant parties (e.g. Banks) as guidelines to fulfill the requirements of the bid.***

- b) Bidders are therefore encouraged to pass the sample documents to the relevant parties and avoid filling them on their own.***

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business

You are advised that it is a serious offence to give false information on this form

<p><i>Part 1 – General:</i></p> <p>Business Name</p> <p>Location of business premises.</p> <p>Plot No..... Street/Road</p> <p>Postal Address Tel No. Fax E mail</p> <p>Nature of Business ,.....</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time – Kes.</p> <p>Name of your bankers Branch</p>
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	Part 2 (a) – Sole Proprietor
Your name in full	Age
Nationality	Country of origin
<ul style="list-style-type: none"> • Citizenship details 	

	Part 2 (b) Partnership			
Given details of partners as follows:				
	Name	Nationality	Citizenship Details	Shares
1.			
2.			
3.			
4.			

	Part 2 (c) – Registered Company			
Private or Public				
State the nominal and issued capital of company-				
Nominal Kes.				
Issued Kes.				
Given details of all directors as follows				
	Name	Nationality	Citizenship Details	Shares
1			
2			
3			
4			
5			

Date	Signature of Candidate
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- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

BID SECURITY FORM

Whereas [*name of the Bidder*]

(hereinafter called “the Bidder”) has submitted its Bid dated [*date of submission of Bid*] for the [*name and/or description of the equipment*]

(hereinafter called “the Bid”) KNOW ALL PEOPLE by these presents that WE of having our registered office at (hereinafter called “the Bank”), are bound unto [*name of Procuring entity*] (hereinafter called “the Procuring entity”) in the sum of for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20__.

THE CONDITIONS of this obligation are:-

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

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

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

[signature and seal of the bank]

PERFORMANCE SECURITY FORM

To

[name of Procuring entity]

WHEREAS *[name of Bidder]* (hereinafter called “the Bidder”) has undertaken , in pursuance of Contract No. _____
[reference number of the contract] to
[description of goods] (hereinafter called “the Contract”).

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

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

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

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]