



KENYA FORESTRY RESEARCH INSTITUTE

TENDER NO. KEFRI/07/2018-2019

**TENDER FOR SUPPLY OF BIOMETRICALLY CONTROLLED SMART CARD
TECHNOLOGY**

CLOSING DATE: 02/10/2018

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SECTION I - INVITATION FOR TENDER

Date: 18TH SEPTEMBER, 2018

TENDER REF. NO.KEFRI /HQT/07/2018-2019: SUPPLY OF BIOMETRICALLY CONTROLLED SMART CARD TECHNOLOGY

The **KENYA FORESTRY RESEARCH INSTITUTE (KEFRI)** invites sealed Tenders from eligible candidates for **SUPPLY OF BIOMETRICALLY CONTROLLED SMARTCARD TECHNOLOGY**

- 12 Interested eligible candidates may obtain further information from and inspect the tender documents at the office of the **Deputy Director, Supply Chain, Kenya Forestry Research Institute Headquarters, Muguga, Off Nairobi – Naivasha Road** during normal office working hours.
- 13 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for **90 days** from the closing date of the tender.
- 14 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box situated at the office of the **Director, Kenya Forestry Research Institute** or be addressed to the **Director, Kenya Forestry Research Institute Headquarters, Muguga, Off Nairobi – Naivasha Road, P.O Box 20412-00200, Nairobi** so as to be received on or before **Tuesday, 2nd October 2018 at 10:00 a.m.**
- 15 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at the **KEFRI Auditorium Room, Kenya Forestry Research Institute Headquarters, Muguga.**

ISAAC ODHIAMBO
FOR DEPUTY DIRECTOR, SUPPLY CHAIN MANAGEMENT

SECTION II - INSTRUCTION TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document shall not exceed **Kshs.1000/=**
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- (i) Instructions to Tenderers
 - (ii) General Conditions of Contract
 - (iii) Special Conditions of Contract
 - (iv) Schedule of Requirements
 - (v) Details of Biometrically controlled Smart cards

- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Manufacturers Authorization Form
- (xiii) Declaration Form
- (xiv) Request for Review Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Tender Documents

24.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than three (3) days prior to the deadline for the submission of the tenders, 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 candidates who have received the tender documents.

24.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

24.3 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.5 Amendment of Tender Documents

2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

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

Language of Tenders

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

2.7.0 Documents Comprising the Tender

- 2.7.1 The tender prepared by the tenderer shall comprise the following components:
- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
 - (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
 - (d) Declaration Form.

2.8 Form of Tender

2.8.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.

2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11 Tenderers Eligibility and Qualifications

2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.

2.12.2 The tender security shall not exceed 2 per cent of the tender price.

2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form

- a) Cash
- b) A bank guarantee
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit
- e) guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5

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

2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30

2.12.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity.
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) to furnish performance security in accordance with paragraph 2.30.
- (c) If the tenderer reject correction of an arithmetic error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 90 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tenders

2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER,**" as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

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

2.15 Sealing and Marking of Tenders

The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL TENDER” and “COPY OF TENDER”. The envelopes shall then be sealed in an outer envelope.

2.15.1 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the Invitation to Tender. bear tender number and name in the invitation to tender and the words, “**DO NOT OPEN BEFORE Tuesday, 2nd, October, 2018 at 10:00 a.m.**”

(b)

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

2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **Tuesday, 2nd October, 2018 at 10:00 am.**

2.16.1 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.2 Bulky tenders which will not fit the tender box shall be received by the procuring entity as provided for in the appendix.

2.17 Modification and Withdrawal of Tenders

2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.

2.17.2 The tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

- 2.173 No tender may be modified after the deadline for submission of tenders.
- 2.174 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18 Opening of Tenders

- 2.18.1** The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at the **Auditorium Room, Kenya Forestry Research Institute (KEFRI) Headquarters, Muguga, Off Nairobi – Naivasha Highway on Tuesday 2nd October, 2018 at 10:00 am** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy

between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total

price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail

- 2203 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2204 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2205 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

- 2.21.1 Where other currencies are used, the Procuring entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22. Evaluation and Comparison of Tenders

- 2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.
- (2)** operational plan proposed in the tender;
 - (2)** deviations in payment schedule from that specified in the Special Conditions of Contract
- 2.22.3 Pursuant to paragraph 2.22.2. the following evaluation methods will be applied.
- (2)** Operational Plan
 - (i) The Procuring entity requires that the services under the

Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(2) Deviation in payment schedule

- (i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.4 The tender evaluation committee shall evaluate the tender within 15 days from the date of opening the tender.

2.23. Contacting the Procuring entity

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

2.24. Post-qualification

2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2 , as well as such other information as the Procuring entity deems necessary and appropriate

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest

evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.25.2 To qualify for contract awards, the tenderer shall have the following:-

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

2.26. Procuring entity's Right to accept or Reject any or all Tenders

2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

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

2.26.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27. Notification of Award

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

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.28. Signing of Contract

- 2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 Within seven (7) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.28.3 The contract will be definitive upon its signature by the two parties.
- 2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29 Performance Security

- 2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.
- 2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

2.30. Corrupt or Fraudulent Practices

- 2.30.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.30.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question
- 2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

The following information for the procurement of Biometrically controlled smart card shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	The tender is eligible to all Providers of Biometrically Controlled Smart Card Technology.
2.2.1	An electronic copy of the tender document may be obtained by interested firms. The document can also be viewed and downloaded from the website www.kefri.org , IFMIS free of charge or at no cost.
2.4.1	<p>A prospective tenderer requiring any clarification of the tender document may notify KEFRI in writing (email in PDF)</p> <p>E-mail: procurement@kefri.org</p> <p>NB: Any request for clarification must be in the firm's letterhead and signed, and must be in reference to the specific parts of the tender document properly numbered. KEFRI will respond in writing (e-mail in PDF format) to any request for clarification received at least seven (7) days prior to the deadline for the submission of tenders</p>
2.9.1	Prices indicated on the Price Schedule shall be the cost of services quoted including VAT and all other taxes payable.
2.10.1	The price quoted shall be in Kenya Shillings
2.13.1	The tender validity period is 90 days from the date of tender opening. A tender valid for a shorter period shall be considered as non-responsive and <u>shall be rejected</u> .
2.14.1	The tenderer shall submit one original and two copies of sealed bid document.
2.16.1	The tender closing date is; on Tuesday 2nd October, 2018 at 10.00 am

2.22.1	In the Preliminary Evaluation Stage; The below requirements will be assessed to determine a firms responsiveness
2.24.1	<p>In the technical evaluation stage, only bidders who have been found responsive at the preliminary stage will be evaluated on the below specified parameters:</p> <p>Technical evaluation (based on scoring) 80Points pass mark Bids responsive at the technical evaluation stage will be evaluated at the financial stage. The bids will be checked for costing of all items and payment terms. The lowest evaluated tender will be recommended for award.</p>
2.25.1	The unsuccessful tenderers will be notified on the outcome of the tender at the same time the successful tenderer is notified.
2.27.1	The performance security shall be 10% of the annual contract value in the form of a bank guarantee from a local bank.

TENDER EVALUATION CRITERIA

Stages of evaluation:

A) **Mandatory requirements** will determine the satisfactory responsiveness of a Tenderer, failure to meet any of these set requirements as noted hereunder will render a tender non responsive and will automatically be disqualified/not proceed for Technical Evaluation.

B) **Technical Evaluation:** Only firms who will attain an overall score of **80marks** in the technical evaluation will have their financial proposals evaluated.

C) **Financial Evaluation:** Tenderers **MUST** quote for the schedule in completeness in order to be considered responsive. The bids will be checked for costing of all items and payment terms. The lowest evaluated tender will be recommended for award.

A: MANDATORY REQUIREMENTS

Submit copies of the following **MANDATORY** documents (Yes/No)

No.	Requirement	Yes	No
1.	Dully filled, Signed & Stamped Tender Form & Price Schedules		
2.	Attach a copy of Certificate of Incorporation/Registration in Kenya		
3.	Submit Tax Compliance Certificate valid at the time of opening.		
4.	Duly filled and signed Confidential Business Questionnaire		
5.	The supplier owns and maintains the smart card reader and associated hardware. Provide a dully signed & stamped Manufacturer/dealer Authorization Certificate.		
6.	Dully filled, signed & stamped declaration of undertaking not to engage in corrupt fraudulent practice(Page 50).		
7.	Attach a valid business permit		
8.	Tender security of 2% of the contract sum		

B: SCHEDULE TECHNICAL/SERVICE REQUIREMENTS EVALUATION

No.	Description of Criteria.	Requirements	Max	Remarks
1.	<p>NETWORK & INFRAS-STRUCTURE</p>	<ul style="list-style-type: none"> • The solution must be in use and operating up to 800 healthcare service providers including hospitals, clinics, pharmacies, dentists, opticians, specialists, doctors and diagnostic centers. (Provide a list, their contacts and location) 800 list and above - (20 mks) 500 list – 800 (10mks) • The smart card system should be present and operational preferably in the headquarters of all the 47 counties (Tenderers should provide evidence of services across the entire 47 counties) - List from all the 47 counties – (10mks) - List with 30 - 46 counties – (5mks) • Provide reference letters from (25) number of clients in atleast twenty five counties (Reference letters) Twenty five (25) reference letters and above - (10mks) Less than twenty five (25) reference letters (5mks) 	40mks	

2.	Technical support personnel / professional qualification	<p>Provision of at least four (4) No. of signed certified CVs and copies of relevant certificates and recommendation letters for the below;</p> <p>i) Project Manager; - Academic Qualification – Graduate from relevant discipline (2.5mks).</p> <p>- Experience – Must have handled similar project/assignment with an experience of not less than five (3) years (2.5mks)</p> <p>ii) IT / Engineering Graduate;</p> <p>- Academic Qualification – IT/Computer Engineering Graduate (2.5mks)</p> <p>- Experience – Must have handled similar project/assignment with an experience of not less than five (3) years (2.5mks)</p> <p>iii) IT graduate;</p> <p>- Academic Qualification – IT/Computer Engineering Graduate (2.5mks)</p> <p>- Experience – Must have handled similar project/assignment with an experience of not less than three (3) years (2.5mks)</p>	20mks	
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		<p>iv) IT diploma;</p> <ul style="list-style-type: none"> - Academic Qualification – Diploma in IT or related discipline (2.5mks) - Experience – Must have handled similar project/assignment with an experience of not less than two (2) years (2.5mks) 		
3.	Technical Features/Capabilities	<p>Provide detailed technical features/capability of the Biometrically controlled smart card as outlined in the Technical requirements section including its reporting capabilities and the benefits to KEFRI to address the following but not limited to; (10mks)</p> <ul style="list-style-type: none"> i) Ability to support itemized and differential billing (2.5 Marks) ii) Ability to Generate Reports (2.5 Marks) iii) Ability to send total bill to Principle Member (2.5 Marks) iv) Capability of operating Open source or MS windows and interact with various medical service providers. (2.5 Marks) 	10 mks	
4.	Integration	<p>Provide proof of carrying out integration with SAP Medicare and hospital system; (Provide at least three letters of recommendation letter for assignment carried out in the last five (3) years) (5mks for each letter)</p>	(15mks)	
5.	Project Implementation	<ul style="list-style-type: none"> • Should provide project implementation and completion timeline within 30 days period after contract signing (Provide a work plan/schedule) (5mks) • Should provide User training and Training of trainers (training proposal) (5mks) 	10mks	
6.	Support & Maintenance	<p>Provide System Support & Maintenance;</p> <ul style="list-style-type: none"> • Provide adequate and reliable system support and maintenance distributed across the 47 counties. (Provide a sample SLA) (5mks) 	(5mks)	
	Total Marks		100mks	

NB: To qualify for financial evaluation the bidder must attain a minimum technical score of 80%. Bidders who score less than 80% at the technical evaluation stage will be disqualified from further evaluation.

3. FINANCIAL EVALUATION

Firms that would score a minimum of (80%) at the technical evaluation stage will proceed to the Financial Evaluation Stage. A bidder who would have submitted the lowest evaluated financial proposal will be recommended for award of the contract having met all other requirements of the tender.

SECTION III - GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

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

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

3.2. Application

3.2.1 These General Conditions shall apply to the extent that they are not superceded by provisions of other part of the contract

3.3. Standards

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of requirements.

3.4. Use of Contract Documents and Information

- 3.4.1 The Contractor shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.
- 3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

3.5. Patent Rights

- 3.5.1 The Contractor shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.6 Performance Security

- 3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC
- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 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) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 3.6.4 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 Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract

3.8. Payment

- 381. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC
- 382. Payment shall be made promptly by the Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

3.9. Prices

- 3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price
- 3.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

3.10. Assignment

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

3.11. Termination for Default

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

- (a) if the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.

- (b) If the Contractor fails to perform any other obligation(s) under the Contract
 - (c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract
- 3.11.2 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, services similar to those un-delivered, and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

- 3.12.1 The Procuring entity may at any time terminate the contract by giving written notice to the Contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.13. Termination for Convenience

- 3.13.1 The Procuring entity by written notice sent to the contractor, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.14 Resolution of Disputes

- 3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract
- 3.14.2 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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15 Governing Language

3.15.1. The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties shall be written in the same language.

3.16. Applicable Law

3.16.1 The contract shall be interpreted in accordance with the laws of Kenya unless otherwise expressly specified in the SCC.

3.17 Force Majeure

3.17.1 The Contractor 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.

3.18 Notices

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.

3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

4.2 Special conditions of contract with reference to the general conditions of contract.

GENERAL CONDITIONS OF CONTRACT OF REFERENCE	SPECIAL CONDITIONS OF CONTRACT
3.1 Definitions	The Purchaser is The Director , Kenya Forestry Research Institute (KEFRI), Tel: 0724259781/2, P.O Box 20412 – 00200, NAIROBI, KENYA, and includes its legal representatives, successors or assigns.
3.2 Application	The following Special Conditions of Contract shall supplement the General Conditions. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract
3.6 Performance Security	The Performance Security shall be in the amount of 10% of the Contract Price from Local Bank . The Performance security will be cashed if the tenderer shall not deliver the materials as per delivery period indicated in the Schedule of Requirements.
3.8 Payment	KEFRI payment terms are within 30 days upon the receipt of certified invoices and delivery notes confirming that the invoiced materials and services has been delivered and performed in accordance with the contract.
3.9 Prices	Prices shall be fixed during the Supplier’s performance of the Contract. Variation if approved will be based on the prevailing consumer price index from the Kenya Bureau of Statistics or the monthly inflation rate issued by the Central Bank of Kenya.
3.14 Resolution of Disputes	If any dispute or difference of any kind arises between the Parties in connection with this Agreement or the breach, termination or validity hereof (a “Dispute”) it shall be referred to arbitration under the Arbitration Act, 1995 and it is hereby agreed that;

	<p>Kenya;</p> <p>(b) There shall be a panel of three (3) arbitrators. Each Party shall appoint one arbitrator and the third who shall be the chairman who shall be appointed by the Institute of Chartered Arbitrators Kenya Chapter. Provided that any person who has existing or prior relationship with either Party shall not be eligible for appointment as an arbitrator except with the consent of both Parties.</p> <p>(c)The language of the arbitration shall be English;</p> <p>(d)The award rendered shall apportion the costs of the arbitration;</p> <p>(e)The award shall be in writing and shall set forth in reasonable detail the facts of the Dispute and the reasons for the tribunal's decision</p>
<p>3.18 Notices</p>	<p>For the Purchaser:</p>
<p>3.18 Notices</p>	<p>The Director General For the Purchaser: Kenya Wildlife Service (KWS) The Director P.O Box 40241 – 00100 Kenya Forestry Research Institute NAIROBI, KENYA P.O Box 20412 – 00200</p>
	<p>NAIROBI, KENYA</p>

SECTION V - SCHEDULE OF REQUIREMENTS

4.0. BIOMETRIC SMART CARDS

KEFRI intends to use biometrically controlled smart card technology from eligible service providers for use in the management of the Medical Insurance cover.

- The system shall manage the current medical expenditure (IN & OUT PATIENT) that is incurred by the employees efficiently and seamlessly manage the Medical Insurance cover.

5.0. TECHNICAL SPECIFICATIONS

- The supplier of the Smart Card system is expected to have in place hardware and software application for management of medicare system.
- The Supplier shall maintain its own platform and build an interface with the KEFRI Medical Insurance Provider Medicare and all **KEFRI** appointed Medical Service Providers.
- The Supplier will install the system at all the identified health care service providers registered in the Medicare scheme.
- The supplier will meet the cost of maintaining the operations of the system.

6.0. MINIMUM BASIC TECHNICAL REQUIREMENTS

1) The successful bidder should have the capacity to install adequate card readers at the KEFRI appointed Medical service providers.

2) The system should be able to support itemized and differential billing taking into account negotiated rates with various medical service providers

3) The proposed system must have the capability of operating either in Open Source or MS Windows and interact with various medical service providers' systems (interoperability)

- 4) The system supplier should provide both technical and functional support 24hrs for the contract period.
- 5) The system should be able to send the total bill via Mobile Phone sms alert to the principal member whenever the member or dependent has been attended.
- 6) Indicate ability to handle NHIF rebate processing
- 7) Ability for verification of member benefits before service is offered to avoid over expenditure. In case a staff have exceeded their entitlements authority will be sought from the Medicare Administrator.
- 8) Provide Service Level Agreement for the period of the contract to cover maintenance support, upgrades and patching of the system.
- 9) Include a training Plan for atleast 5 persons and how to use the smart card. The training will be at the Service provider area of operation.
- 10) The system should be able to match growing volumes in terms of staff and their dependants.
- 11) The bidder is expected to give detailed technical description/Solutions on how each of the above requirements will be addressed.
- 12) Implement the project within **Thirty days** after the date of signing of the contract

7.0. **SPECIFIC ATTRIBUTES**

The Biometrically controlled smart card Solution should have the following attributes:-

1. Capability to carry member and beneficiaries details including member names, Staff number, ID/Passport Number, clients photo, job grades or category, patient medical record which can be displayed to the staff and at the point of as provided by the Company.
2. Guaranteed Member/Spouse identification and authentication at the point of service by using a finger print as a principal identifier.

3. Have the ability to verify member benefits before service, check off payments, reflect the balance after deduction in real time and generation of member statements that KEFRI may need.
4. Provide electronic bills delivery from healthcare provider sites in real time to KEFRI.
5. Lock the smart card identification on the first visit to the healthcare provider and can only be altered or removed with instructions from the Company.
6. Capacity to top up benefits allocations to member accounts and adjust Member's entitlement.
7. Have the capacity to seamlessly manage multiple medical benefits as provided in the Insurance policy.
8. Provide online management information system to capture member reports to reflect balances, expenditure utilization trends and over expenditure. The report should be quarterly.
9. Facilitate accessing the benefit and provide categorization as per defined employee grade as advised by the Company.
10. Ensure security of data during transmission between point of service and KEFRI.
11. Provide for invoice processing that allows vetting to include member and beneficiary name , staff number and the Medical Service provider
12. Have an automated age limit drop-off where age limits for children are set at the age advised by KEFRI.

13. Have Integration capability with the SAP Medicare Module and Medical service providers Systems.
14. Have the ability to generate and print reports on request and export them in Excel and PDF formats to the Medicare Administrator.
15. In case of an emergency where a member has exhausted their benefit the MSP shall provide the service and invoice the company.
16. Demonstrate capacity to prevent and manage medical fraud
17. Ability to deactivate Member's account upon separation from the Company on the advice of KEFRI.

SECTION VI - STANDARD FORMS

Notes on the standard Forms

1. **Form of Tender** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form**- The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.
6. **Performance Security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

Form of Tender

To: _____
Name and address of procuring entity

Date _____
Tender No. _____
Tender Name _____

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Biometrically Controlled Smart Cards under this tender in conformity with the said Tender document for the sum of
.....[Total Tender amount in words and figures]
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the Biometrically Controlled Smart Cards in accordance with the conditions of the tender.

3. We agree to abide by this Tender for a period of[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.

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

Dated this _____ day of _____ 2017

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULE FORM

The bidders are required to provide their price breakdown as per schedules below;

No.	Item Description	UOM	Quantity	Total Price
1.	Supply & Integration of biometrically controlled smart cards with the SAP Medicare and hospital systems (Printed & Loaded with Data and a passport size photo)	No	940	
2.	Supply & Integration of biometrically controlled smart cards with SAP Medicare Module and hospital systems (Printed & Loaded with Data) NB NO PHOTO	No	2600	
4.	Training to cover for KEFRI Staff	No.	5	
5.	Annual maintenance costs (Recurring costs Per year)	No	3540	
	Grand Total Cost Incl of 16% VAT per year			

NB:

v) Please note the total price will be filled in Form tender provided with the tender document and price quoted must be inclusive of 16% VAT

Contract Form

THIS AGREEMENT made the _____ day of _____ 20____ between
[name of Procurement entity] of _____ [country of Procurement entity]
(hereinafter called “the Procuring entity”) of the one part and
[name of tenderer] of _____ [city and country of tenderer] (hereinafter
called “the tenderer”) of the other part:

WHEREAS the Procuring entity invited tenders for the GPA cover and has accepted a
tender by the tenderer for the supply of the services in the sum of _____
_____ [contract price in words in
figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements
 - (c) the Details of cover
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the 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.

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer) in the presence of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c)

Which ever applies to your type of business

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

Part _____ General:

Business _____ Name _____

.....

Location _____ of _____ business _____ premises _____

.....

Plot _____ No. _____ Street/Road _____

.....

Postal Address _____ Tel. No. _____ Email _____

.....

Nature _____ of _____ business _____

.....

Registration _____ Certificate _____ No. _____

.....

Maximum value of business which you can handle at any one time Kshs. _____

.....

Name of your bankers _____ Branch _____

.....

Part 2(a) – Sole Proprietor:

Your name in full _____ Age _____

.....

Nationality _____ Country of origin _____

.....

Citizenship

details.....

Date..... Signature of Tenderer
.....

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

TENDER SECURITY FORM

Whereas [*name of Bidder*] (hereinafter called <the tenderer> has submitted its bid dated [*date of submission of bid*] for the supply of biometrically controlled smart cards (hereinafter called <the tender>?

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of procuring entity*] (hereinafter called <the procuring entity> in the sum of [*state the amount*] 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 tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Form; or
2. If the tender, having been notified of the acceptance of its tender by the procuring entity during the period of tender validity
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

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 conditions, specifying the occurred condition(s)

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

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:
[Name of procuring entity]

WHEREAS *[name of tenderer]*
(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____
_____ *[reference number of the contract]* dated _____ 20 _____
to supply
[description of Biometrically Controlled Smartcards] (Hereinafter called “the Contract”)

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

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

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

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

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than **7 days** from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1
REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF20.....

BETWEEN

.....APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

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

- 1.
 - 2.
- etc

SIGNED (Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary

DECLARATION OF UNDERTAKING

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the Public Procurement & Disposal Act 2015.

We also underscore the importance of adhering to the law in the implementation of the project.

We will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of the country.

We also declare that our company/sub-contractors/ all members of the consortium has/have not been debarred to engage in procurement/ included in the list of sanctions.

We acknowledge that, the client is entitled to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

Dated this day of (Name of company) (Signature(s))
.....

