

KENYA MEDICAL RESEARCH INSTITUTE



TENDER NO. KEMRI/ICT/05/2010-2011

**SUPPLY, INSTALLATION, TESTING AND
COMMISSIONING OF VOIP EQUIPMENT &
SERVICES**

TABLE OF CONTENTS

SECTION I - LETTER OF INVITATION.....	3
SECTION II – INSTRUCTIONS TO TENDERERS.....	5
APPENDIX TO SECTION II - INSTRUCTIONS TO TENDERERS.....	17
SECTION III: GENERAL CONDITIONS OF CONTRACT.....	17
SECTION IV SPECIAL CONDITIONS OF CONTRACT.....	21
SECTION IV - SPECIAL CONDITIONS OF CONTRACT.....	22
SECTION - V- SCHEDULE OF REQUIREMENTS.....	23
SECTION VI – DESCRIPTION OF SERVICES.....	24
SECTION VII- STANDARD FORMS.....	30

SECTION I - LETTER OF INVITATION

TENDER REF NO. KEMRI/ICT/06/2010-2011

**TENDER NAME: Supply, Installation, Testing and Commissioning of
VOIP equipment & Services**

Kenya Medical Research Institute invites sealed tenders from eligible candidates for supply, installation, testing and commissioning of VOIP equipment and services.

Interested eligible candidates may obtain further information from and inspect the tender documents at Head of Procurement, Kenya Medical Research Institute during normal working hours.

A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of Kshs 5,000.00 in cash or Bankers cheque payable to the cashier on 1st Floor, KEMRI HQ's Building off Mbagathi Road.

In this regard, you are invited to submit your tender for the supply of laboratory equipment. The respective tender document may be obtained from the office of the Head of Procurement upon payment of a non refundable fee of Kshs. 5,000.00 at the Cashiers Office situated on 1st Floor, KEMRI Headquarters.

For each tender, the bidder shall prepare one (1) original and one (1) copy of a combined technical and financial proposals which shall be clearly marked "ORIGINAL" and "COPY" as appropriate shall be sealed in an outer envelope, bearing no indication of the bidder and clearly marked: "**KEMRI/ICT/05/2010-2011: SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF VOIP EQUIPMENT AND SERVICES**" and be deposited in the tender box at the Reception Area, Ground Floor, KEMRI Headquarters or sent by post to:-

The Director
Kenya Medical Research Institute
P. O. Box 54840 00200
Nairobi

so as to reach not later than **Friday 3rd June 2011 at 10.30am**. Interested bidders or their representatives are invited to witness the opening to be held at the 1st Floor, Training Center, situated at KEMRI Headquarters compound on the same day at 11.00am.

All proposals must be accompanied by a bid security of 2% of the tender amount in the form of a bank guarantee from a reputable bank. Please note that any tender that shall not be accompanied by a bid security in the stated amount and form shall be deemed to be non-responsive and disqualified.

KEMRI may terminate the procurement proceedings prior to entering into a contract and reserves the right to accept or reject any or all tenders, without being bound to give reasons for its decision or incurring any liability. The Corporation is also not obligated to award to the firm that offers the lowest price.

Yours sincerely,

Solomon Mpoke, PhD
DIRECTOR, KEMRI

SECTION II – INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the 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 relative (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 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.5,000/=
- 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 documents

2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders

- i) Instructions to Tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

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

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the 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 no later than seven (7) days prior to the deadline for the submission of 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 prospective tenderers who have received the tender documents"

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

2.5 Amendment of 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.

2.6 Language of tender

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 Documents Comprising the Tender

The tender prepared by the tenderer shall comprise the following components:

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices 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 2.22.

2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

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

2.11.2 The documentary evidence of the tenderers 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 Invitation to tender.

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.2 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

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

- a) A bank guarantee.
- b) Cash.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.20

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

2.12.6 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.

2.12.7 The tender security may be forfeited:

(a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or

(b) In the case of a successful tenderer, *if* the tenderer fails:

(i) to sign the contract in accordance with paragraph 30
or

(ii) to furnish performance security in accordance with paragraph 31.

(c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

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 may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

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

2.14.2 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

unamended 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

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

(a) be addressed to the Procuring entity at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE FRIDAY, 3RD JUNE 2011 at 10.30AM”

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

2.15.4 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

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than Friday, 3rd June 2011 at 10.30am.

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

2.16.3 Bulky tenders which will not fit in 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 tender’s is received by the procuring entity prior to the deadline prescribed for the 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 cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

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

2.17.6 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.

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at 11.00am on Friday, 3rd June 2011 and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 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.

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the 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 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.

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 securities 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 may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

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

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, 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.

2.20.5 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 a 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 comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 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 2.22.4 and in the technical specifications:

- (a) Operational plan proposed in the tender;
- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.2.3 the following evaluation methods will be applied:

(a) Operational Plan.

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.

(b) Deviation in payment schedule.

Tenderers shall state their tender price for the payment on a 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.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.6 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.

2.23. 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 Award of Contract

a) Post qualification

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

2.24.2 The determination will take into account the tenderer's 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 2.1.2, 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.

b) Award Criteria

2.24.3 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.

2.24.4 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 tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

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

2.25 Notification of award

2.25.1 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.

2.25.2 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 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

2.26.1 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.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.26.3 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.

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.27.2 Failure of 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 or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 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.

2.28.2 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;

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

APPENDIX TO SECTION II - INSTRUCTIONS TO TENDERERS

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
Paragraph 2.1	All tenderers who meet requirements as indicated in the tender documents
Paragraph 2.1.1	<i>Tender for</i> Supply, installation, testing & commissioning of VOIP equipment & Services.
Paragraph 2.14	Bidders will be required to submit a declaration statement on corrupt and fraudulent practices
Paragraph 2.3.2	The cost of the tender is Kshs. 5,000.00
Paragraph 2.9.2	The grand total price should be inclusive of the price of the equipment/software, and all other applicable charges, insurance, transportation, delivery, installation, testing, commissioning, and maintenance; and all applicable taxes.
Paragraph 2.10.1	All prices shall be quoted in Kenya shillings.
Paragraph 2.12.2	The tender security shall be equal to 2% of the tendered price
Paragraph 2.13.1	The tender validity is 120 days from the date of submission of the tenders
Paragraph 2.15.1 (a)	<i>The address of submission of tenders is:</i> Director , Kenya Medical Research Institute, P. O. BOX 54840 00200, Nairobi. Telephone 2722541/2 <i>Email: director@kemri.org</i>
Paragraph 2.15.1 (b)	Friday, 3 rd June 2011 at 10.30am
Paragraph 2.16.1	The address of opening of tenders is: Training Center, 1 st Floor Kenya Medical Research Institute, Off Mbagathi Road, P. O. Box 54840 00200, Nairobi. Telephone 2722541/2 Email: director@kemri.org

SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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 contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) "The Procuring entity" means the organization sourcing for the services under this Contract.
- e) "The contractor means the individual or firm providing the services under this Contract.
- f) "GCC" means general conditions of contract contained in this section
- g) "SCC" means the special conditions of contract
- h) "Day" means calendar day

3.2 Application

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

3.3 Standards

The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.4 Patent Right's

The tenderer 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.

3.5 Performance Security

- 3.5.1 Within thirty (30) 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 Special Conditions of Contract.
- 3.5.2 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.
- 3.5.3 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.
- 3.5.4 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 tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.6 Inspections and Tests

- 3.6.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.7 Payment

The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

3.8 Prices

Prices charged 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 by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.9 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

3.10 Termination for Default

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

- a) if the tenderer fails to 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 tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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 undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.11 Termination of insolvency

The procuring entity may at the anytime 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 produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.12 Termination for convenience

- 3.12.1 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 entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.12.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.13 Resolution of disputes

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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.

3.14 Governing Language

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.

3.15 Force Majeure

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.

3.16 Applicable Law.

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

3.17 Notices

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 E-mail and confirmed in writing to the other party's address specified in the SCC

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

The clauses in this section are intended to assist the procuring entity in providing contract specific information in relation to corresponding clauses in the general conditions of contract.

- a) Information that complement provisions of section III must be incorporated
- b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific service required must also be incorporated

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract

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.
- 4.2 Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
Paragraph 3.6	The performance security shall be equal to ten (10%) per cent of the tendered price.
Paragraph 3.8.1	Payments will be made within 30 days from the date of receipt of invoice and after satisfactory delivery of the goods. The schedule of payments will be as agreed between KEMRI and the tenderer during negotiations.
Paragraph 3.9	The tender price shall remain fixed. There will be no price variations.
Paragraph 3.10	There will be no subcontracts in this contract.
Paragraph 3.14	Any disputes will be resolved through negotiations failure to which the it will be done through the arbitration laws of Kenya
Paragraph 3.17	The applicable law will be interpreted in accordance with the laws of Kenya
Paragraph 3.18	<p>The Address of the Client is: The Director, Kenya Medical Research Institute P. O. BOX 54840 00200, <u>NAIROBI</u>. Telephone 2722541/2 Email: director@kemri.org</p> <p>The Address of the Supplier is: Managing Director: P.o Box: Fax: Email:</p>

SECTION - V- SCHEDULE OF REQUIREMENTS

Bidders should provide the following information for evaluation of their bids:

1. Letter of creditworthiness from a reputable bank
2. List of References indicating:
 - (i) At least three (3) reputable references dealt with in work of similar nature in the last three (3) years.
 - (ii) Must attach recommendation letters from these references as in (i) above.
 - (iii) The evaluation of the references shall include site visits.
3. Detailed Company Profile including the following:
 - (i) Physical location
 - (ii) Age
 - (iii) Total technical and administrative staff
4. Firm's membership in professional organizations.
5. Bidders to submit a list of Directors and their shareholding
6. Copies of current business licenses from the local authorities
7. KEMRI has the right to visit and inspect the bidder's premises and their facilities as part of the evaluation.
8. Bidders to include C.V's of key personnel including C.E.O, IT specialists and any other relevant personnel. The C.V's should include name, education background, general experience and specific experience relevant to the assignment.
9. Bidders to clearly give a work-plan/schedule and methodology of carrying out the work from the start to commissioning of the project. This should include start and completion dates for each stage of the project.
10. Bidders also to indicate a work-plan/schedule and methodology for carrying out maintenance support.
11. Two years audited accounts duly signed by a Certified Public Accountant.
12. Bidders to indicate warranty terms.
13. Bidders to indicate training program for the users.

SECTION VI – DESCRIPTION OF SERVICES

1. Introduction

The Kenya Medical Research Institute (KEMRI) is a State Corporation. It was established through the Science and Technology (Amendment) Act of 1979. The Institute is one of the leading Health Research Institutions in Africa.

Vision

To be a leading centre of excellence in the promotion of quality health

Mission

To improve on the quality of health and human life through research

Motto

"In Search of Better Health"

Mandate

1. To conduct research in human health
2. To cooperate with other organizations and institutions of higher learning in training programs and on matters of relevant research
3. To liaise with other relevant bodies within and outside Kenya carrying out research and related activities
4. To disseminate and translate research findings for evidence-based policy formulation and implementation
5. To cooperate with the Ministry of Health, the Ministry for the time being responsible for research, the National Council for Science and Technology and the Medical Science Advisory Research Committee on matters pertaining to research policies and priorities
6. To do all such things as appear necessary, desirable or expedient to carry out its functions.

Strategic Objectives

1. To conduct research aimed at providing solutions for the reduction of the infectious, parasitic and non-infectious diseases and other causes of ill-health in Kenya
2. To provide leadership in health research
3. To promote and sustain excellence in research
4. To strengthen principles of Good Corporate Governance
5. To disseminate and translate research findings for evidence-based policy formulation and implementation.
6. To strengthen research partnerships and relationships with other stakeholders

2. Scope of Work

The Goods and Related Services shall comply with following Technical Specifications and bidders are requested to make item by item commentary failure to which the bid shall be declared non-responsive.

The scope shall cover, detailed site survey, design, supply, delivery, installation, configuration, testing and commissioning. The system shall cover all stations that are currently linked to head office through optical fibre and high speed wireless links, namely: KEMRI-HQ, KNH based Centres which are Centre for Public Health Research (CPHR), Centre for Microbiology Research (CMR) and Centre for Respiratory Diseases Research (CRDR); for Centre for Global Health Research (CGHR), Kisian, Kisumu, Centre for Infectious & Parasitic Diseases Control Research (CIPDCR), Alupe, Busia. The table shows the proposed number of users per station:-

Station	Advanced IP Phones	Executive Advanced IP	Total	IP Soft
KEMRI - HQ	15	15	30	50
CGHR, KISIAN KISUMU	3	2	5	10
CIPDCR, ALUPE, BUSIA	3	2	5	10
KNH Centers (CPHR, CMR, CRDR)	9	6	15	30
Total	30	25	25	100

3. SYSTEM DESCRIPTION AND COMPOSITION

An IP PBX shall be a complete telephony system that will provide telephone calls over IP data networks. All conversations shall be sent as data packets over the network. The technology shall include advanced communication features but will also provide significant scalability and robustness that KEMRI seek. The IP PBX shall also be able to connect to TELKOM/SAFARICOM/AIRTEL/YU lines via a PSTN/GSM/E1 trunk interface. The following is the description of the major components of the proposed IP PBX system.

3.1. Call Manager Communication Server Software

The Supplier shall supply Call Manager Communication Software capable of delivering the expected feature set. As a minimum the system shall be able to support the following features and services.

3.1.1 Features

- a) Calling line ID including customization
- b) Call Routing
- c) Least Cost Routing
- d) Call Forwarding on Busy and on No Answer.
- e) Call Transfer
- f) Data Network Integration and Click to Dial
- g) Advanced Music on Hold with an option to program music of minimum 2 minutes and capability to have external music on hold interface.

- h) Call Waiting
- i) Call Transfer when not online
- j) Call Conferencing with support for multiple 3 party conference and support for meet-me conference (Min. 6 users).
- k) Do Not Disturb
- l) Find Me/Follow Me
- m) On the Fly Recording
- n) Call Return
- o) Voicemail Call back

3.1.2 Primary Services

- a) Centralized Call Processing
- b) The IP PBX system shall be able to support initially 200 IP users with expansion capacity of up to 1000.
- c) The IP PBX system shall be able to support 20 trunk lines.
- d) The system shall be able to support full outlook and e-mail integration including voice mail to Email.
- e) The system shall have support for business critical applications and unified communication applications which shall include IP Contact Centre/Call Centre, unified messaging.
- f) The system shall have support for integrated services such as conferencing, one number follow me, personal call directory, recorded announcement, network-wide attendant and messaging.
- g) The system shall have an IP PBX based unified communication security solutions that offer comprehensive threat protection, strict policy enforcement, robust access control, and privacy of confidential data.
- h) As the Supplier plans for the security of the system, they should bear in mind the current security software used at KEMRI i.e. antivirus, firewall etc.
- i) The Supplier shall indicate the licensing regime applicable to the IP PBX system. KEMRI shall prefer cost effective licensing which will allow for grow-as-you-want - Licensed per extension on-off payment.
- j) The system shall be able to interoperate with IP Phones, PSTN Gateways, SIP Trunks, IP Trunks, Analogue Trunks and Microsoft products such as Exchange 2010 or lower versions. The system shall have a CTI server to be able to provide call management on every desktop. The system shall make it possible for the following feature to be integrated:
 - (i) Pop-up of incoming calls with caller ID on ISDN line,
 - (ii) List of incoming/outgoing and answered/unanswered calls.
 - (iii) Click to dial.
 - (iv) Integration with MS outlook to dial from Outlook contacts.
 - (v) Support in future, unified messaging to have Voicemail as .wav file in email client.
 - (vi) Support in future, supervision feature to have status Free/Busy/forwarded etc) of all users.
- k) The system shall have multi-party conference with clock to conference and multiparty video conferencing.

- l) The system shall be flexible enough to allow KEMRI configure any preferred numbering plan, including capability to support all extension on Direct Inward Dialing (DID) numbering.

3.1.3. Secondary Services

- a) Cell Phone Integration
- b) Extension Groups
- c) Time of Day Routing
- d) Extension Call Recording
- e) Extension Range Flexibility
- f) Voicemail Bypass
- g) Intuitive VoIP Ready
- h) Announcement Interface

3.1.4. Phone Sets

The system shall be able to support extensive user equipment including cordless, soft phones, IP, digital and analogue phone set support to meet diverse end-user requirement. Specifically the system shall be able to support the following; Digital Sets, Analogue Sets, IP phones (IP Key phones / Soft phones), SIP Phones (SIP desk phones / soft phones), DECT Phones and VoWLAN (WIFI Sets).

- a) The Digital/IP sets shall have large display (minimum of 64 x 128 pixels).
- b) The Supplier shall supply IP Phone sets capable of being powered through Power over Ethernet (PoE). The Supplier shall also indicate, as an option IP Phones powered through Power-over-LAN switch as well as local AC adapters.
- c) The Supplier shall supply a total of 25 executive advanced type IP phone sets and 30 advanced IP phone sets, distributed as indicated in section 2 on the Scope of Works.
- d) The Supplier shall supply client software for 100 IP soft phones to be installed on desktop and laptop computers for users as indicated in section 3 on the Scope of Works. The Supplier shall also supply all associated accessories for each IP soft phones that is: - mouth pieces, mikes, earpieces, headphones and holders.

3.1.5. Operations and Management Console Software

- a) The system shall have a secure Web based IP PBX management system for easy system administration. It shall also be password protected and accessible over the network.
- b) Multiple Country number selection.
- c) Talk Time Management
- d) Call Account Management
- e) Call Detail Records - Call Logs

3.2. KEMRI Network Upgrade

Depending on the architecture and configuration of the IP PBX arising from the network design submitted by contractor the supplier will be expected to carry a comprehensive site survey to establish the exact the number of PoE port density requirements.

3.4. Automated Call Distributor

The system shall be able to support an automated call distributor with the following features;

- a) Automatic call attendant
- b) Call menu
- c) Call forwarding
- d) Call transfer
- e) Managing extensions
- f) Call parking
- g) Support auto attendant (16 ports) with the option to upgrade it to multiple trees, by way of software upgrade only with no additional hardware.

3.5. GSM Gateway

The system shall have a GSM Gateway which shall be used to route call straight to mobile networks.

3.6. Unified Messaging Gateway

The system shall have a Unified Messaging Gateway which shall be used to link with Microsoft Exchange 2010 or lower versions.

3.7. Router SRST (Survival Remote Site Telephone) system

The system shall provide for Survival Remoter Site Telephone (SRST) for continuous communication services to branch offices in the event that the WAN link to a remote branch fails and connection to IP PBX Call processing system is lost.

4. POWER SUPPLY REQUIREMENTS

The system shall be supplied with an independent power supply system with an inverter/charger hybrid together with a battery bank capable of sustain the system for 48 hours without commercial power.

Unless stated otherwise, all equipment supplied by the Supplier shall have a power supply system capable of voltage input range from 100 to 240 VAC, with 50/60 Hz. The system shall have hot plug redundant power modules.

6. REDUNDANCY REQUIREMENTS

In order to meet availability that is commensurate to world best practices, KEMRI proposes a redundancy arrangement as indicated in the high level configuration attached at annex of this document.

9. MECHANICAL ASPECTS

Standard racks and cabinets, in sheds of gray, silver or black, shall be employed for uniform appearance, minimization of interfaces and maintenance requirements and where appropriate, for protection of personnel or equipment. The use of plug-in replaceable units or modules shall be favoured. Such plug-in devices shall be mechanically secured in their positions to prevent being dislodged by shaking or vibrations.

Electronic equipment located outside, if any, shall be protected against direct exposure to rain and sunlight radiation. All the equipment shall meet its appropriate technical specifications.

10. TRAINING REQUIREMENTS

The Supplier shall provide technical training on the IP PBX system for five (5) technical staff members before the actual implementation of the IP PBX system. The training so provided shall be of highest standard, preferably conducted at the manufacturers training facility for the IP PBX. The training shall be coupled with tours of sites where similar solutions have been implemented.

In addition to this training the Supplier shall provide on-the-job training to all KEMRI technical staff to be assigned to the IP PBX project during the implementation of the system.

12. DOCUMENTATION

The Supplier shall supply, together with the equipment, a set of documentation to be used for purposes of operation and maintenance of the IP PBX systems.

SECTION VII- STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorisation form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.
6. Standard Forms will include:
 1. Form of tender
 2. Price schedules
 3. Contract form
 4. Confidential Questionnaire form
 5. Performance security form
 6. Declaration form

1. FORM OF TENDER

Date _____

Tender No. _____

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. _____ *[insert numbers,* the of which is hereby duly acknowledged, wed, the undersigned, offer to provide. *[description of services]* in conformity with the said tender documents for the sum of . *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20
[signature] *[In the capacity of]*

Duly authorized to sign tender for and on behalf of _____

2. PRICE SCHEDULE OF SERVICES

Item	Description	Unit cost (Ksh)	Total cost (Ksh)
1			
2			
3			
4			
5			
6			
etc			
	16% VAT		
	Total cost		

MAINTENANCE OF ELECTRONIC OF SUPPLIED EQUIPMENT

Item	Description	Unit cost (Ksh)	Total cost (Ksh)
1			
2			
3			
4			
5			
6			
etc			
	16% VAT		
	Total cost		

Signature of tenderer

Note: In case of discrepancy between unit price and total, the unit price shall prevail

(BIDDERS MUST USE THE ABOVE FORMATS TO SUBMIT FINANCIAL BIDS)

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (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 materials and spares 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 materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

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

in the presence of _____.

4. CONFIDENTIAL BUSINESS QUESTIONNAIRE

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>Part 1 General</p> <p>Business Name.....</p> <p>Location of Business Premises</p> <p>Plot No, .....Street/Road.....</p> <p>Postal address .....Tel No. ....Fax Email</p> <p>Nature of Business</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers.....</p> <p>Branch.....</p>
--

	Part 2 (a) – Sole Proprietor			
	Your name in full.....Age.....			
	Nationality.....Country of Origin.....			
	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 Kshs.			
	Issued Kshs.			
	Given details of all directors as follows			
	Name	Nationality	Citizenship details	Shares
	1. ....	.....	.....	.....
	2. ....	.....	.....	.....
	3. ....	.....	.....	.....
	4. ....	.....	.....	.....
	Date.....Signature of Candidate.....			

5. PERFORMANCE SECURITY FORM

To:

.....

[name of the 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 services](Hereinafter called “the contract”)

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of
[amount of the guarantee in words and figures],

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

This guarantee is valid until the _____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

ANTI CORRUPTION DECLARATION PLEDGE

I/We (Name of the firm) declare that I/We recognize that Public Procurement and disposal is based on a free and fair competitive tendering process which should not be open to abuse.

I/We.....declare that I/We.....will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in accordance with the tender No.....for or in the subsequent performance of the contract if I/We am/are successful.

Signed byChief Executive Officer or authorized representative