

**REPUBLIC OF KENYA**  
**TAITA TAVETA COUNTY GOVERNMENT**



**TAITA TAVETA COUNTY ASSEMBLY**  
**OFFICE OF THE CLERK**

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**PROVISION OF COMPUTER SOFTWARE LICENSING SERVICE, LICENSE RENEWAL AND ANNUAL  
MAINTENANCE CONTRACTS THROUGH FRAMEWORK AGREEMENT**

**FOR FY 2024/2025-2026**

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**TENDER NO. TTCA/033/2024-2026**

**NEGOTIATION NUMBER: 1478235**

**CLOSE DATE: 19/4/2024**

**ALL CANDIDATES ARE ADVISED TO READ CAREFULLY THIS TENDER DOCUMENT IN  
ITS ENTIRETY BEFORE MAKING ANY BID**

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## SECTION 1: INTRODUCTION

- 1.1 This standard tender document is for the procurement of Goods/ services and has been prepared for use by procuring entities in Kenya. It is used in the procurement of all types of goods and services e.g.
- i. Supply and delivery of goods,
  - ii. Provision of Cleaning services
  - iii. Servicing and repairs.
  - iv. Motor vehicle maintenance
  - v. Cutlery.
  - vi. Air ticketing and travel arrangements and all others where there is no specific standard tender document for procurement of that service.
- 1.2 The following general directions should be observed when using the document.
- Specific details should be finished in the invitation to tender and in the special conditions of contract. The final document to be provided to the tenderers should not have blank spaces or give options.
- The instructions to tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the appendix to the instructions to the tenderers or the general conditions of contract respectively.
- 1.3 Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements,
- 1.4 The invitation to tender shall be issued as an advertisement in accordance with the regulations or as a letter of invitation addressed to the tenderers who have expressed interest following an advertisement of a prequalification tender.
- 1.5 The cover of the tender document should be modified to include;
- i Tender number.
  - ii. Tender name.
  - iii. Name of procuring entity.

## **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.

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 No. charges for the tender document.

2.2.3 The procuring entity shall allow the tenderer to review the tender document for free.

### **2.3 Contents of tender documents**

2.3.1. The tender document comprises of the documents listed below and addend 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. Price schedules
- vii. Confidential business questionnaire form
- viii. Standard tender forms

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 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

(b) Confidential business questionnaire

(c) Standard tender forms

## **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.

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 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 Validity of Tenders**

2.12.1 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 A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

## **2.13 Format and Signing of Tender**

2.13.1 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.

2.13.2 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.

2.13.3 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.

## **2.14 Deadline for Submission of Tenders**

2.14.1 Tenders must be submitted through the IFMIS PORTAL not later than 19<sup>th</sup> APRIL, 2024.

2.14.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents 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.

## **2.15 Modification and withdrawal of tenders**

2.15.1 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.

2.15.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched. 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.

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

2.15.4 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.

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

2.15.6 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.



## **2.16 Opening of Tenders**

2.16.1 The Procuring entity will open all tenders Through the IFMIS portal at 11.00 Am on 19<sup>th</sup> APRIL, 2024.

2.16.2 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.

2.16.3 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.

## **2.17 Clarification of tenders**

2.17.1 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.

2.17.2 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.

## **2.18 Preliminary Examination and Responsiveness**

2.18.1 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.

2.18.2 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.

2.18.3 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.

2.18.4 Prior to the detailed evaluation, 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.

2.18.5 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.

## **2.19 Conversion to a single currency**

2.19.1 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.

## **2.20 Evaluation and comparison of tenders.**

2.20.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive.

2.20.2 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.

2.20.3 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 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;

2.20.4 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 have 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.

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

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

- (c) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (d) Legal capacity to enter into a contract for procurement
- (e) 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
- (f) Shall not be debarred from participating in public procurement.

## **2.21 Contacting the procuring entity**

2.21.1 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.

2.21.2 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.

## **2.22 Award of Contract**

### **a) Post qualification**

2.22.1 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.

2.22.2 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 as well as such other information as the Procuring entity deems necessary and appropriate.

2.22.3 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**

2.22.4 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.

2.22.5 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.

2.22.6 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.

## **2.23 Notification of award**

2.23.1 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.

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

## **2.24 Signing of Contract**

2.24.1 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.

2.24.2 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.

2.24.3 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.

## **2.25 Corrupt or Fraudulent Practices**

2.25.1 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.

2.25.2 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;

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

## 2.26 Framework Evaluation Criteria

Failure to attach or comply to any of the below requirements will lead to automatic disqualification.

NO	DOCUMENTS TO BE SUBMITTED	ALLOCATED SCORE
1.	Copy of valid certificate of Registration or Incorporation	10 Marks
2.	Copy of <b>KRA PIN</b> Certificate (with active VAT obligation)	10 Marks
3.	Copy of valid Tax Compliance Certificate ( <b>TCC</b> )	10 Marks
4.	Bidders must <ul style="list-style-type: none"> <li>• Submit current <b>CR 12</b> form for limited company</li> <li>• Valid AGPO Certificate (<b>For Targeted group</b>)</li> </ul>	10 Marks
5.	Dully filled ,signed and stamped Confidential business questionnaire	5 Marks
6.	Dully filled, signed and stamped Commitment to code of ethics	10 Marks
7.	Dully filled, signed and stamped form of tender	5 Marks
8.	Dully filled, signed and stamped schedule of requirements	10 Marks
9.	Financial capacity <ul style="list-style-type: none"> <li>• Audited reports for the last 3 years 2020, 2021, 2022</li> <li>• AGPO certificate (<b>For Targeted Groups</b>)</li> </ul>	10 Marks
10.	Past performance <ul style="list-style-type: none"> <li>• Proof of works done attach LSO/LPOS or POs for the last 3 years 2021, 2022 &amp; 2023</li> <li>• AGPO certificate (<b>For Targeted Groups</b>)</li> </ul>	10 Marks
11.	Manpower and expertise <ul style="list-style-type: none"> <li>• Organogram for limited companies and attach CVs and/or certificates of key personnel.</li> <li>• Attach CV and/or certificates of sole proprietor for (<b>For Targeted Groups</b>)</li> </ul>	10 Marks
<b>TOTAL MARKS</b>		<b>100 Marks</b>
<b>NOTE: Tenderers must attach a verifiable IFMIS NUMBER.</b>		

## **Financial Evaluation**

1. Only bidders who shall have successfully met the above criteria shall proceed to Financial Evaluation
2. Financial evaluation shall be based on reasonability of prices to industry/market rates.

## **SECTION III GENERAL CONDITIONS OF CONTRACT**

### **2.27 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

### **2.28 Application**

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

### **2.29 Standards**

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

### **2.30 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.

## **2.31 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.

## **2.32 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.

## **2.33 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.

## **2.34 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.

## **2.35 Termination for convenience**

2.35.1 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.



2.35.2 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.

### **2.36 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.

### **2.37 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.

### **2.38 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.

### **2.39 Applicable Law.**

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

### **2.40 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.

The provisions of section IV complement the general conditions of contract included in section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

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.

<b>REFERENCE OF GCC</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
<i>3.7.1 Performance Bond,</i>	<i>Not Applicable</i>
<i>3.10 Delivery of Goods, services</i>	<i>The delivery period for the Goods and Services shall be as per need bases within the FY2023/2024-25 unless specifically indicated by the respective procuring entity.</i>
<i>3.12.1 Terms of payment</i>	<i>Payment shall be made after full delivery of the services as prescribed in the LSO and contract Agreement.</i>
<i>3.13.1 Prices</i>	<i>The prices offered shall be fixed for the period stated in the Tender Invitation or variations may be allowed only if they are reasonable to prevailing industry/market rates.</i>
<i>3.18.1 Dispute resolution</i>	<i>Disputes to be resolved Through direct informal negotiation.</i>

## SECTION V 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.

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

## SECTION VI - SCHEDULE OF REQUIREMENTS

### PROVISION OF COMPUTER SOFTWARE LICENSING SERVICE,LICENSE RENEWAL AND ANNUAL MAINTENANCE CONTRACTS THROUGH FRAMEWORK AGREEMENT

ITEM DESCRIPTION	RATES	DELIVERY PERIOD
provision of computer software licensing service ,license renewal and annual maintenance contracts through framework agreement for FY 2024/2025-2026	Kindly attach a detailed list of all the services offered and their rates.	2024/2025-2026 Financial Years.

The brochure of goods should have a Signature and stamp of Tenderer

**Note: Bidders should quote only unit prices and must be inclusive of VAT and all delivery cost.**

## **SECTION VII- STANDARD FORMS**

### **Notes on standard forms**

- i. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers and in accordance with the requirements included in the special conditions of contract.
- ii. The form of tender, 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.
- iii. All Standard forms must be dully filled, signed and stamped.

## **SECTION VI - STANDARD FORMS**

1. Form of tender
2. Price schedules
3. Confidential Questionnaire form
4. Self-declaration form (SD1)
5. Self –declaration form (SD2)
6. Declaration and commitment to code of ethics form

**FORM OF TENDER**

Date \_\_\_\_\_

Tender No. \_\_\_\_\_

To.....

[Name and address of procuring entity]

Gentlemen and /Ladies:

Having examined the tender documents including Addenda Nos. *[insert numbers,.....]*  
The of which is hereby duly acknowledged, we, the undersigned, offer to provide.

.....  
.....

In conformity with the said tender documents for the sum of **KSH**.....  
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith  
and made part of this Tender.

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

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).

We agree to abide by this Tender for a period of .....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.

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 \_\_\_\_\_

**PRICE SCHEDULE OF SERVICES**

<b>ITEM DESCRIPTION</b>	<b>RATES</b>	<b>DELIVERY PERIOD</b>
provision of computer software licensing service ,license renewal and annual maintenance contracts through framework agreement for FY 2024/2025-2026	Kindly attach a detailed list of all the services offered and their rates.	2024/2025-2026 Financial Years.

**NOTE**

PRICES QUOTED MUST BE INCLUSIVE OF ALL GOVERNMENT TAXES AND ANY OTHER CHARGES UPTO DELIVERY OF THE GOODS.

THE BROCHURE OF SERVICES SHOULD HAVE SIGNATURE AND STAMP OF TENDERER

**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.

**Part 1 General**

Business Name .....Location of  
Business Premises.....PlotNo,  
.....Street/Road ..... Postal address  
.....TelNo.....FaxEmail.....  
Nature of Business  
.....Registration Certificate No  
..... Maximum value of business which you can handle at  
any one time - KshsName of your bankers .....Branch  
.....

**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.....**

**SELF-DECLARATION FORMS**

**FORM SD1**

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

I,.....,of Post Office Box ..... being a resident of

..... In the Republic of

..... do hereby make a statement as follows:-

1. THAT I am the Company Secretary/Chief Executive/Managing Director/Principal Officer/Director of  
..... (Insert name of the Company) who is a Bidder in respect of **Tender No.**

..... For.....  
(Insert tender title/description)

For..... (Insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to here in above is true to the best of my knowledge, information and belief.

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

Bidder's Official Stamp

**FORM SD2**

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

I, .....of P. O. Box ..... being a resident

of..... In the Republic of ..... do hereby make a statement as follows:-

1. THAT I am the Chief Executive / Managing Director / Principal Officer / Director of ..... (Insert name of the Company) who is a Bidder in respect Of Tender No.....

For..... (Insert tender title/description)

For..... (Insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents/subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of.....(insert name of the Procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....(name of the procuring entity).

4. THAT the aforesaid Bidder will not engage/has not engaged in any corrosive practice with other bidders participating in the subject tender.

5. THAT what is deponed to here in above is true to the best of my knowledge information and belief.

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

Bidder's Official Stamp

**DECLARATION AND COMMITMENT TO THE CODE OF ETHICS**

I .....(Person)  
on behalf of

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

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

Name of Authorized signatory.....

Sign.....

Position.....

Office address.....Telephone.....

Email.....

Name of the Firm /Company.....

**(Company Seal / Rubber Stamp where applicable)**

Witness

Name.....

Sign.....

Date.....

**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.

\_\_\_\_\_  
\_\_\_\_\_

Please acknowledge receipt of this letter of notification signifying your acceptance.

The contract /contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

***(FULL PARTICULARS)***

.....  
.....

**FORM RB 1**

**REPUBLIC OF KENYA  
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN  
.....APPLICANT  
AND  
.....RESPONDENT  
(*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of  
.....dated the...day of .....20.....in the matter of Tender No.....of  
.....20.....

**REQUEST FOR REVIEW**

I/We....., the above named Applicant(s), of address:  
Physical address..... Fax No.....Tel. No..... Email Address  
.....

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...

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**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day of  
..... 20..... SIGNED

**Board Secretary**

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