

THE KENYA NATIONAL TRADING CORPORATION LIMITED
YARROW ROAD COMPLEX 2ND FLOOR,
YARROW ROAD, INDUSTRIAL AREA,
P.O. Box 30587- 00100,
NAIROBI.

www.kntc.go.ke

Email: kntc@kntc.go.ke



TENDER

FOR PROVISION OF LEASING SERVICES FOR MULTIFUNCTIONAL PRINTERS (MFP) AT KENYA NATIONAL TRADING CORPORATION-FRAMEWORK CONTRACT

KNTC/TENDER/031/2023-2024

**KENYA NATIONAL TRADING
CORPORATION**

**HEAD OFFICE, INDUSTRIAL AREA
YARROW ROAD OFF NANYUKI ROAD
P.O. BOX 30587 – 00100
NAIROBI**

Email: kntc@kntc.go.ke

**Tender Closing Date & Time: 1st August 2023 at 1000hrs (East
Africa Time)**

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1 SECTION I – INVITATION TO TENDER

Date: July 2023

Tender Ref No. KNTC/TENDER/031/2023-2024

Tender name: TENDER FOR PROVISION OF LEASING SERVICES FOR MULTIFUNCTIONAL PRINTERS (MFP) AT KENYA NATIONAL TRADING CORPORATION

- 1.1 Kenya National Trading Corporation invites sealed tenders from eligible candidates from Kenya for the Lease of Multifunctional Printers on a two (2) year framework contract with a value for money assessment undertaken annually to confirm whether the Bidder is providing satisfactory performance and whether the terms in the framework contract remain competitive.
- 1.2 Interested eligible tenderers may view/obtain/download tender documents at www.knct.go.ke or IFMIS supplier portal: www.supplier.treasury.go.ke. They may also view the same document from:
Procurement Department
Kenya National Trading Corporation
Head office, Industrial area
P.O Box 30587 –
00100NAIROBI
Email: kntc@kntc.go.ke
during normal working hours on Monday to Friday between 0800hrs to 1700hrs (East Africa Time)
- 1.3 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of one hundred and fifty (150) days from the closing date of the tender.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender name and number and be deposited in the **tender box** at

**KENYA NATIONAL TRADING CORPORATION HEAD OFFICE,
INDUSTRIAL AREA,
YARROW ROAD OFF NANYUKI ROAD
P.O. BOX 30857 – 00100
NAIROBI**

or be addressed and posted to:

**MANAGING DIRECTOR
KENYANATIONALTRADING CORPORATION,
YARROW ROAD NANYUKI ROAD
P.O. BOX 30857 – 00100
NAIROBI**

to be received on or before **1st August 2023 at 1000 hrs. (East African Time).**

- 1.5** Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at

**Kenya national Trading Corporation
The Board Room, Ground Floor
Yarrow Road off Nanyuki Road
NAIROBI**

MANAGING DIRECTOR

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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.** 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.
- 2.1.3.** Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.
- 2.1.4. Requirements for tenderer**
- 2.1.4.1.** The tenderer will be required to demonstrate that the team assigned is professionally qualified and has relevant expertise in the area of lease of multi-functional printers.

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. 1,000/=
- 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) Declaration form – statement that the tenderer will not partake in any corrupt, fraudulent or unethical activities or cause undue influence to the outcome of the tender.

- 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 in accordance with Section VII – Standard forms.
- 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 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 clause 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 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
- 2.12.3.** The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to clause 2.12.7.

- 2.12.4.** The tender security shall be denominated in Kenya Shillings or in another freely convertible currency and shall be in the form of:
- a) A bank guarantee.
 - b) Such insurance guarantee approved by the Authority.
 - c) Letter of credit.
- 2.12.5.** Any tender not secured in accordance with clause 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to clause 2.20.
- 2.12.6.** Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.
- 2.12.7.** The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to clause 2.29, and furnishing the performance security, pursuant to clause 2.30.
- 2.12.8.** 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 clause 2.26; **or**
 - ii. to furnish performance security in accordance with clause 2.27.
 - 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 one hundred and fifty (150) days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to clause 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 clause 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; or
- b) bear, tender number and name in the invitation to tender and the words: “**DO NOT OPEN BEFORE 1st August 2023 at 1000hrs**”.

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

2.15.3. If the outer and inner envelopes are not sealed and marked as required by clauses 2.15.1 and 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 in the Invitation to Tender, no later than **1st August 2023 at 1000hrs** (East African Time).

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 clause 2.5, 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.

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 clause 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 clause 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

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **Kenya National Trading Corporation. The Board Room, Ground Floor Yarrow Road off Nanyuki Road NAIROBI.**

2.18.1. **1st August 2023 at 1000hrs (East African Time).** The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

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

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 clause 2.22, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these clauses, 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 clause 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 clause 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;

a. Pursuant to clause 2.22.3 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. Tenderers 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.

2.22.4. Evaluation criteria

2.22.5. The tender evaluation committee shall evaluate the tender within a maximum of 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 clause 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

2.24.1. Post qualification

2.24.1.1. 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.

2.24.1.2. 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 clause 2.11.2, as well as such other information as the Procuring entity deems necessary and appropriate.

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

2.24.2. Award Criteria

- 2.24.2.1.** Subject to clause 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 best responsive evaluated tender as per the evaluation criteria and pricing, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

- 2.24.2.2.** 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.

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

2.25 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 2.26. 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 clause 2.27, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to clause 2.12.6.

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 thirty (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 requirements of clause 2.26 or clause 2.27.1 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.

2.29 APPENDIX TO INSTRUCTIONS TO THE TENDERERS

Instructions to tenderers	Particulars of appendix to instructions to tenderers																		
2.1	Eligible tenderers are as indicated here below: This Invitation to tender is open to all eligible candidates from Kenya as described in the instructions to tenderers. To be eligible to tender, in addition to the requirements given, the tenderer if previously contracted by KNTC to offer similar services, must not have had any negative evaluation for poor performance.																		
2.4.1	Clarification of Documents The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than five (5) days prior to the deadline for the submission of tenders, prescribed by the procuring entity.																		
2.10	Tender Currencies Prices shall be quoted in Kenya Shillings (Kshs).																		
2.12	Tender Security Original Tender Security amounting to Kenya Shillings Two Hundred Thousand, (Kshs 50,000) in form of a Bank Guarantee drawn by a bank licensed and operating in Kenya or a guarantee from an Insurance Company registered with the Insurance Regulatory Authority. The tender security should be valid for a period of 30 days beyond the tender validity period, i.e. 180 days from the date of tender opening.																		
2.22	<u>EVALUATION AND COMPARISON OF TENDERS</u> <u>PRELIMINARY EVALUATION</u> The tenderer shall provide the following mandatory requirements which shall be used for the preliminary evaluation (<i>failure to submit the mandatory requirements will lead to disqualification from the tender process – preliminary evaluation</i>) <table border="1"> <thead> <tr> <th>#</th><th>Description</th></tr> </thead> <tbody> <tr> <td>1.</td><td>Copy of certificate of Registration/Incorporation/Business name</td></tr> <tr> <td>2.</td><td>A Copy of Current/Valid Tax Compliance Certificate issued by the Kenya Revenue Authority.</td></tr> <tr> <td>3.</td><td>Copy of CR-12 from the Registrar of Companies (for Limited Companies)</td></tr> <tr> <td>4.</td><td>Copy of valid business permit</td></tr> <tr> <td>5.</td><td>Duly filled Bidder's Declaration and Integrity Pact (Section VII – Standard Forms).</td></tr> <tr> <td>6.</td><td>Dully filled Confidential Business Questionnaire (Section VII – Standard Forms)</td></tr> <tr> <td>7.</td><td>Provide proof of authorization & support by the Equipment manufacturers to sell/service the product</td></tr> <tr> <td>8.</td><td>Original Tender Security amounting to Kenya Shillings Two Hundred Thousand (kshs 50,000) in form of a Bank Guarantee drawn by a bank licensed and operating in Kenya or a guarantee from an Insurance Company registered with the Insurance Regulatory Authority. The tender security should be valid for</td></tr> </tbody> </table>	#	Description	1.	Copy of certificate of Registration/Incorporation/Business name	2.	A Copy of Current/Valid Tax Compliance Certificate issued by the Kenya Revenue Authority.	3.	Copy of CR-12 from the Registrar of Companies (for Limited Companies)	4.	Copy of valid business permit	5.	Duly filled Bidder's Declaration and Integrity Pact (Section VII – Standard Forms).	6.	Dully filled Confidential Business Questionnaire (Section VII – Standard Forms)	7.	Provide proof of authorization & support by the Equipment manufacturers to sell/service the product	8.	Original Tender Security amounting to Kenya Shillings Two Hundred Thousand (kshs 50,000) in form of a Bank Guarantee drawn by a bank licensed and operating in Kenya or a guarantee from an Insurance Company registered with the Insurance Regulatory Authority. The tender security should be valid for
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5.	Duly filled Bidder's Declaration and Integrity Pact (Section VII – Standard Forms).																		
6.	Dully filled Confidential Business Questionnaire (Section VII – Standard Forms)																		
7.	Provide proof of authorization & support by the Equipment manufacturers to sell/service the product																		
8.	Original Tender Security amounting to Kenya Shillings Two Hundred Thousand (kshs 50,000) in form of a Bank Guarantee drawn by a bank licensed and operating in Kenya or a guarantee from an Insurance Company registered with the Insurance Regulatory Authority. The tender security should be valid for																		

		a period of 30 days beyond the tender validity period, i.e. 180 days from the date of tender opening.																		
	9.	Properly bound (spiral or perfect cover, hard cover or case bound), paginated, serialized tender document (each page of the tender submission must have a number and the numbers must be in chronological order). For pagination, the numbering system to be used are numerical numbers, i.e. 1,2,3,4,5,6,7,8,9,10.....n (n being the last numerical page of the tender document)																		
2.22	<u>TECHNICAL EVALUATION</u> The Evaluation criteria given in the table below will be used in evaluation of the tender for Provision of Leasing Services for Multifunctional Printers (MFP)-Framework Contract <table border="1"> <thead> <tr> <th>NO.</th><th>ITEM</th><th>WEIGHT</th></tr> </thead> <tbody> <tr> <td>1.</td><td>Minimum Technical Requirements (As prescribed in section VI for Minimum Technical Requirements)</td><td>100</td></tr> <tr> <td>2.</td><td>Required Solution Overview</td><td>5</td></tr> <tr> <td>3.</td><td>Provide at least 5 Client reference sites, where you have installed similar equipment in the last 3 years. Include contact details of Client reference. (3 marks for each reference sites) KNTC will carry out due diligence on the stated reference sites.</td><td>15</td></tr> <tr> <td>4.</td><td>Company profile including CV of personnel involved. (1 mark for each personnel involved)</td><td>5</td></tr> <tr> <td></td><td>TOTAL MARKS</td><td>125</td></tr> </tbody> </table>		NO.	ITEM	WEIGHT	1.	Minimum Technical Requirements (As prescribed in section VI for Minimum Technical Requirements)	100	2.	Required Solution Overview	5	3.	Provide at least 5 Client reference sites, where you have installed similar equipment in the last 3 years. Include contact details of Client reference. (3 marks for each reference sites) KNTC will carry out due diligence on the stated reference sites.	15	4.	Company profile including CV of personnel involved. (1 mark for each personnel involved)	5		TOTAL MARKS	125
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	TOTAL MARKS	125																		
	Only bidders with a technical score of 80 points and above out of the maximum possible 125 points shall be considered technically responsive, hence qualify for financial evaluation, where award will be to the technically responsive tenderer with the lowest evaluated price contained in the price schedule. Award of tender a) Post qualification KNTC shall conduct post qualification due diligence to 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. b) Competitive negotiation KNTC may conduct competitive negotiations where applicable in accordance with section 131 and Section 132 of the Public Procurement and Asset Disposal Act 2015. c) Award Criteria KNTC will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the tenderer with the lowest evaluated price contained in the price schedule, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily																			
2.27	Particulars of performance security																			

	The amount of Performance Security shall be Kshs 100,000 in the format of the Performance Security Form provided in the tender document in the form of a Bank Guarantee drawn by a bank licensed and operating in Kenya.
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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 superseded by provisions of other part of contract.

3.3 Joint drafting

The parties have participated jointly in the negotiation and drafting of this agreement. In the event an ambiguity or question of intent or interpretation arises, this agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this agreement.

3.4 Effectiveness of contract

This Contract shall come into effect on

3.5 Commencement of services

The Tenderer shall begin carrying out the Services immediately the Contract becomes effective or at such other date as may be specified.

3.6 Standards

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

3.7 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.

3.8 Performance security

3.8.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

3.8.2 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.

3.8.3 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.

3.8.4 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.

3.9 Inspections and tests

3.9.1 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.

3.9.2 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.

3.9.3 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.

3.9.4 Nothing in paragraph 3.9 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.10 Payment

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

3.11 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 given 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.

3.12 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.

3.13 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.

3.14 Termination of insolvency

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

3.15 Termination for convenience

3.15.1 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.

3.15.2 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.

3.16 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.

3.17 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.

3.18 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.

3.19 Applicable law

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

3.20 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.

3.21 Confidentiality

- i. "Confidential Information" shall, for the purposes of this Agreement, include without limitation any financial, strategic, technical, commercial, geological and scientific

information, know-how, trade secrets and data in whatever form, communicated to the Tenderer or acquired by the Ministry of Energy or KNTC during the course of the Tenderer carrying out its duties as contemplated in this Agreement.

- ii. The Tenderer agrees that he will not, during the course of carrying out his duties as contemplated in this Agreement or thereafter into perpetuity, disclose the Confidential Information to any third party for any reason or purpose whatsoever without the prior written consent of the Ministry of Energy or KNTC, save in accordance with the provisions of this Agreement.
- iii. The Tenderer agrees not to utilize, exploit or in any other manner whatsoever use the Confidential Information disclosed pursuant to the provisions of this Agreement and the terms of any subsequent Agreement made by parties, for any purpose whatsoever without the prior written consent of the Ministry of Energy or KNTC.
- iv. The Tenderer undertakes not to use the Confidential Information for any purpose other than that for which it is disclosed; and in accordance with the provisions of this Agreement and any subsequent Agreement made by parties.
- v. The Tenderer shall be held liable for disclosing confidential information unless he proves that:
 - a) Such information and data was in the public domain prior to such disclosure;
 - b) Such information and data has become part of the public domain through no fault of the Tenderer, or
 - c) Such disclosure was required by any written Kenyan law.

3.22 Corrupt gifts and payments of commission

- i. The Client is an institution that fosters zero tolerance to fraud and corruption. The Tenderer hereby agrees to avoid fraud and corruption and to report any suspected fraud, corruption, or any activity that jeopardizes the integrity of the Client and its staff to its – Corruption Prevention and Integrity Committee (COPIC).
- ii. The Tenderer shall not;
 - a) Offer or give or agree to give to any person in the service of the Client any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract with the Client or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with the Client.
 - b) Enter into this or any other contract with the Client in connection with which commission or consideration has been paid or agreed to be paid by it or on his behalf or to his knowledge, unless before the Contract is made particulars of any such commission or consideration and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing by the Client.

Any breach of this Condition by the Tenderer or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Tenderer) shall be an offence under the provisions of the Public Procurement and Disposal Act 2005 issued under The Exchequer and Audit Act Cap 412 of the Laws of Kenya, Anti-corruption & Economic Crimes Act (2003), Public officer Ethics Act (2003), Government Financial Management Act 2004, and the Performance Contract with the Government.

3.23 Expiration of contract

Unless terminated earlier pursuant to Clause, this Contract shall terminate on..... after satisfactory completion of services and submission of a report by the Tenderer as required by this contract.

4 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 complements 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.

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

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

General conditions of contract reference	Special conditions of contract
3.6	<i>Performance Security</i> <i>Bank Guarantee of Kshs 100,000 drawn by a bank licensed and operating in Kenya.</i>
3.10	<i>Payment</i> <i>The payment terms are for a credit period of thirty (30) days from the date when the monthly invoices are received at KNTC; and upon confirmation of satisfactory receipt of services.</i>
3.16	<i>Resolution of Disputes</i> <i>The provisions of the arbitration act of the laws of Kenya shall apply.</i>

SECTION V – SCHEDULE OF REQUIREMENTS**LEASE OF MULTIFUNCTIONAL PRINTERS FOR A TWO (2) YEAR FRAMEWORK
CONTRACT TO KENYA NATIONAL TRADING CORPORATION**

Location	Requirement	No of Machines
KNTC Head office Complex	MFP-B/w	4
KNTC Head office Complex	MFP- Colour	2

SECTION VI – DESCRIPTION OF SERVICES

TERMS OF REFERENCE: LEASING OF PRINTERS FOR KENYA NATIONAL TRADING CORPORATION

Introduction

KNTC seeks a supplier to provide it with leasing of multifunctional printers (MFP) that can do printing, scanning, faxing and copying. The MFP's will be installed at Head office, industrial area.

EXPECTED SUPPLIER REQUIREMENTS

1. The successful Supplier will be required to lease Multifunctional Printers to KNTC for a period of 2 years on a framework contract on unit price per page per print/copy/image/impression.
2. Transportation costs for relocation of printers to any of our offices will be borne by the bidder
3. Printers may be added or removed based on usage and needs for the corporation. The terms and conditions shall remain the same
4. Please provide original product brochures along with technical specifications
5. Firms should fill supplier response column below with the features they are providing and highlight the same in the product brochure.
6. Equipment to be leased must be new i.e. unused (Specify Year of Manufacture)

The successful bidder shall be expected to.

- a. Put all machines under a maintenance contract not chargeable to KNTC.
- b. Insure all the equipment supplied for the duration of the contract.
- c. Provide personnel on call basis to support KNTC technical team during the weekdays and weekends.
- d. Preventive Maintenance of the machines to be conducted quarterly.
- e. Install and connect the existing or new fax lines to the MFP machines and ensure that they are working as expected.
- f. Add additional printers if needed by KNTC within the same terms and conditions as this tender.
- g. Replace the toners (keep some stock with KNTC) and any other consumables needed at the bidders cost.
- h. Replace faulty parts within an agreed timeframe (within 2hrs) at the bidders cost.
- i. Resolve any technical issues that arise.
- j. Replace faulty machines with new ones.
- k. Have a machine on standby when a major fault with one of the machines is encountered.
- l. Provide support and assistance to KNTC ICT department on how to report and identify malfunctions with the machines

- m. Take meter readings (beginning and end) together with KNTC on a monthly basis to establish the actual machine usage.

Bidder may install GPRS/GPS tracking units on all machines (MFP's) to ensure a high turn-around time in case of faults at their cost.

EXPECTED DELIVERABLES BY THE SUCCESSFUL SUPPLIER

- 7. The successful Supplier will be required to lease Multifunctional Printers to KNTC for period of two (2) years on a framework contract on unit price per page per print/copy/image/impression.
- 8. Transportation costs for relocation of printers to any of our offices will be borne by the bidder
- 9. Printers may be added or removed based on usage and needs for the corporation. The terms and conditions shall remain the same

The successful bidder shall be expected to:

- n. Put all machines under a maintenance contract not chargeable to KNTC.
- o. Insure all the equipment supplied for the duration of the contract.
- p. Provide personnel on call basis to support KNTC technical team during the weekdays and weekends.
- q. Maintain the machines.
- r. Install and connect the existing or new fax lines to the MFP machines and ensure that they are working as expected.
- s. Add additional printers if needed by KNTC within the same terms and conditions as this tender.
- t. Replace the toners (keep some stock with KNTC) and any other consumables needed at the bidders cost.
- u. Replace faulty parts within an agreed timeframe (within 2hrs) at the bidders cost.
- v. Resolve any technical issues that arise.
- w. Replace faulty machines with new ones.
- x. Have a machine on standby when a major fault with one of the machines is encountered.
- y. Provide support and assistance to KNTC ICT department on how to report and identify malfunctions with the machines
- z. Take meter readings (beginning and end) together with KNTC on a monthly basis to establish the actual machine usage.

Bidder may install GPRS/GPS tracking units on all machines (MFP's) to ensure a high turn-around time in case of faults at their cost.

SPECIFICATIONS FOR LEASE OF MULTIFUNCTIONAL PRINTER
Minimum Technical Requirements

Black and White Multifunctional Printer

Model			Complied
Main Function		Copy, Print, Scan, Fax (Optional)	
Writing Method		Semiconductor Laser	
CPU		QorlQ T1024 (Dual Core) 1.4GHz	
Print Speed (A4) (Mono)		90 ppm	
Scanning Speed (A4) 300dpi (Mono/Color)	Simplex	120/120 ipm	
	Duplex	220/220 ipm	
Memory		Standard 4.5GB (Max. 4.5GB)	
SSD/HDD Capacity		SSD 8GB (Standard)/HDD 320GB (Standard)	
Warm Up Time		30 seconds or less	
Paper Capacity	Standard	4,150 sheets [2 x 500 sheets (Cassette) + 2 x 1,500 sheets (Cassette) + 150 sheets (MPT)]	
	Maximum	7,650 sheets (Main Unit + 2 x 1,500 sheets PF-740(B) x1 + 500 sheets PF-7130 x 1 +MPT)	
Paper Size	Cassette	Max. 12" x 18" (304mm x 457mm) - Min. A5R	
	MPT	Max. 12" x 18" (304mm x 457mm) & Banner Print of 1,219.2mm - Min. A6R	
Paper Weight	Cassette	60 – 256 g/m ²	
	MPT	60 – 300 g/m ²	
Document Processor		Standard / Dual Scan / 270 Sheets	
Duplex Printing		Paper size: A5R - 12" x 18" (304mm x 457mm); Paper weight: 60 - 256 g/m ²	
Output Capacity		Max. 420 sheets	
Control Panel		10.1 inch Color Touch LCD Panel	
Dimension (W x D x H) (Main Unit)		750mm x 822mm x 1,234mm (with DP)	
Weight (Main Unit)		Approx. 150 kg (Excluding toner)	
Power Consumption(Standard configuration)	Copy/Print Mode	1,340W	
	Stand-by Mode	100W	

	Energy Saver	0.7W	
Noise(ISO7779/ ISO9296)	Copy/Print Mode	75dB(A)	
	Stand-by Mode	58dB(A)	
Copy Functions (Standard)			
Copy Size	Max. A3 (Legal) – Min. A6R		
Resolution	600 x 600 dpi		
First Copy Time (Mono)	3.6 sec		
Zoom Ratio	25% – 400% (1% per Step)		
Multiple Copy	1 – 9999		
Print Functions (Standard)			
Resolution	1200 x 1200 dpi, 4,800 Equivalent x 1200 dpi		
PDL	PRESCRIBE, PCL6 (PCL-XL, PCL5e), KPDL3 (Postscript 3 compatible),		
	XPS, Open XPS, PDF Direct Print, PPML		
First Print Out Time (Mono)	4.0 sec		
Supported Protocol	TCP/IP, NetBEUI, IPv4, IPv6, IPsec, HTTP, LPD, FTP, IPP, RawPort, LLTD, SNTP, DHCP, SMTP, POP3, DNS, SNMPv1/v2, WSD Scan/Print		
/Operating System Supported	Windows: 7/8.1/10, Server:2008/2008 R2/2012/2012 R2/2016; Apple Macintosh: OS X 10.9 or later; Linux		
Interface	USB 2.0 High Speedx1; Ethernet 10BASE-T/100BASE-TX/1000BASE-T; USB Host Interface (USB Host)x4;		

	NFC TAGx1; Expansion Slotx2; 802.11 b/g/n/Wireless LAN/WiFi Direct (Optional)		
USB Memory Printing	Supported		
Mobile Printing	AirPrint, Mopria, Mobile Print, NFC		
Scan Functions (Standard)			
Color Selection	Auto Color (Color/Gray); Auto Color (Color/B&W); Full Color; Grayscale; Black & White		
Resolution	600dpi, 400dpi, 300dpi, 200dpi, 200x100dpi, 200x400dpi		
File Format	TIFF, JPEG, XPS, Open XPS, PDF (MMR/JPG compression/High-compression PDF), Searchable PDF, MS Office File		
Image Type Mode	Text, Photo, Text + Photo, Text (Fine Line), OCR		
Transmission Type	Scan to SMB; Scan to E-mail ; Scan to FTP or FTP over SSL; Scan to USB; TWAIN Scan; WSD Scan		
Address Storage	2000 addresses (Common address list), 500 groups (Group address list)		
Fax Functions			
Original Size	Max. A3 (Ledger) - Min. A6 (Statement) / Scanning length: max. 1,600mm		
Coding Method	MMR, MR, MH, JBIG		
Transmission Speed / Modem Speed	Less than 3 seconds / 33.6 Kbps		
Memory	170MB		
Fax Functions	Network Fax, Duplex Transmission and Reception, Encrypted Transmission and Reception, Polling Transmission and Reception, Broadcast, Fax Server Integration, Fax Dedicated Paper Feed tray		

Color Multifunctional Printer

Model				Complied
Main Function			Copy, Print, Scan, Fax (Optional)	
Writing Method			Semiconductor Laser	
CPU			T1024 (Dual Core) 1.2GHz	
Print Speed (A4) (Mono/Color)			60/55 cpm	
Scanning Speed (A4) 300dpi	DP-7120 (Mono/Color)	Simplex	48/48 ipm	
		Duplex	15/15 ipm	
Scanning Speed (A4) 300dpi	DP-7100 (Mono/Color)	Simplex	80/80 ipm	
		Duplex	48/48 ipm	
Scanning Speed (A4) 300dpi Dual Scan	DP-7110 (Mono/Color)	Simplex	100/100 ipm	
		Duplex	180/180 ipm	
Scanning Speed (A4) 300dpi Dual Scan with Double Feed Detector	DP-7130 (Mono/Color)	Simplex	120/120 ipm	
		Duplex	220/220 ipm	
Memory			Standard 4GB (Max. 4GB)	
SSD/HDD Capacity			SSD 8GB (Standard) / HDD 320GB (Standard)	
HDD Data Security Kit			Data Security Kit(F)	
Warm Up Time			17 seconds	
Paper Capacity	Standard		2 x 500 sheets (Cassette) + 150 sheets (MPT)	
	Maximum		7,150 sheets (Main Unit + 2 x 1,500 sheets PF-7110 x1 + 3,000 sheets PF-7120 x1 + MPT)	
Paper Size	Cassette		Min. A6R – Max. SRA3(320mm x 450mm); Cassette 1 Min. A6R – Max. A4R (Legal)	
	MPT		Min. A6R – Max. SRA3(320mm x 450mm) & Banner Print of 1,220mm	
Paper Weight	Cassette		52 – 300 g/m2	
	MPT		52 – 300 g/m2	
Duplex Printing			Paper size: A6R – SRA3(320mm x 450mm); Paper weight: 64 - 256 g/m2	
Output Capacity			Max. 500 sheets + 100 sheets face-down with Inner Job Separator	
Control Panel			10.1 inch Color Touch LCD Panel	
Dimension (W x D x H) (Main Unit)			602mm x 665mm x 790mm	
Weight (Main Unit)				
Power Consumption (Standard configuration)	Copy/Print Mode		990W	
	Stand-by Mode			60W
	Energy Saver			0.7W
Noise (ISO7779/ISO9296)	Copy/Print Mode		72dB(A)	
	Stand-by Mode		35dB(A)	
Copy Functions (Standard)				
Copy Size		Max. A3 (Legal) – Min. A6R		
Resolution		600 x 600 dpi		

First Copy Time (Mono/Color)		3.4/4.4 seconds		
Zoom Ratio	Manual	25% – 400% (1% per Step)		
	Pre-defined	7R5E		
Multiple Copy		1 – 9999		
Print Functions (Standard)				
Resolution	1,200 x 1,200 dpi; 4,800 equivalent x 1,200 dpi level			
PDL	PRESCRIBE, PCL6 (PCL-XL, PCL 5c), KPDL3 (Postscript 3 compatible), XPS, OpenXPS, PDF Direct Print Ver. 1.7			
First Print Out Time (Mono/Color)	3.8/5.1 seconds			
Supported Protocol	TCP/IP, NetBEUI, FTP, Port 9100, LPR, IPP, IPP over SSL/TLS, WSD Print, Apple Bonjour			
Operating System Supported	Windows Server 2003, Windows Server 2008, Windows Server 2008 R2, Windows Server 2012, Windows Server 2012 R2, Windows Vista, Windows 7, Windows 8, Windows 8.1, windows 10; Apple Macintosh OS X 10.5 or later; Linux			
Interface	USB 2.0 High Speedx1; Ethernet 10BASE-T/100BASE-TX/1000BASE-T; USB Host Interface (USB Host)x4; NFC TAGx1			
USB Memory Printing Format	TIFF, JPEG, PDF, XPS			
Mobile Printing	AirPrint, Mopria, Mobile Print			
Scan Functions (Standard)				
Color Selection	Auto Color (Color/Gray); Auto Color (Color/B&W); Full Color; Grayscale; Black & White			
Resolution	600dpi, 400dpi, 300dpi, 200dpi, 200x400dpi, 200x100dpi			
File Format	TIFF, JPEG, XPS, OpenXPS, PDF (MMR/JPG compression/High-compression PDF),PDF/A, Encrypted PDF, Searchable PDF (Optional)			
Image Type Mode	Text, Photo, Text + Photo, Text (Fine Line)			
Transmission Type	Scan to SMB; Scan to E-mail ; Scan to FTP or FTP over SSL; Scan to USB; TWAIN Scan; WSD Scan			
Address Storage	2,000 addresses (Common address list), 500 groups (Group address list)			
Fax Functions (Optional)				
Original Size	Max. A3 (Legal) – Min. A6 (statement) Banner: 1,600 (A4)			

Coding Method	MMR, MR, MH, JBIG		
Transmission Speed	33.6 kpbs		
Memory	12MB		
DUAL FAX / Network FAX	Yes		

Required Solution Overview:

1. A multi-functional system that can print & copy in Black & white with scanning facilities **(1 mark)**
2. A printer/copier that can print A4 /A3 size office documents, booklets, reports and technical manuals **(1 mark)**
3. A printer that can receive & process the data, copy original documents **(1 mark)**
4. The bidder must have established record to support such equipment with minimum 3 years' experience and multiple reference sites **(1 mark)**
5. Proven track record to support such equipment's and strong service set up locally in the all the major towns **(1 mark)**

Evaluation Criteria

The following merit point method for weighted evaluation factors will be applied for comparison of bid offers and final selection.

NO.	ITEM	WEIGHT
1.	Minimum Technical Requirements	100
2.	Required Solution Overview	5
3.	Provide at least 5 reference sites, where you have installed similar equipment's in the last 3 years (3 marks for each reference sites)	15
4.	Company profile including CV of personnel involved. (1 mark for each personnel involved)	5
	TOTAL MARKS	125

A score of 80 marks and above qualifies for financial evaluation.

NB: Total Evaluation score card for each multifunctional printer adds up to the total Weight scores for minimum technical requirements

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 in clause 2.9 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 in clause 2.12.
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 authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

SECTION VII – STANDARD FORMS

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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]*, of which is hereby duly acknowledged, we, 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 _____

PRICE SCHEDULE OF SERVICES

Name of Tenderer _____

Tender Number _____ Page ____ of _____

PRICE SCHEDULE FOR LEASE OF MULTIFUNCTIONAL PRINTERS FOR TWO (2) YEARS ON A FRAMEWORK CONTRACT.

Item	Description of service	Unit Cost (Kshs) per copy/print/impression inclusive VAT and all other taxes
1	Lease of Multifunctional Printer- Black and White	
2	Lease of Multifunctional Printer – Color	

IMPORTANT NOTE TO THE BIDDERS:

1. The current average monthly minimum is at:

Black & White Minimum: 20,000

Color Minimum: 3,000

2. Transportation costs for relocation of multifunctional printers to any of our offices, consumables, repairs and replacement parts will not be chargeable to KNTC and will be **borne by the supplier**.
3. Bidders must submit a draft service level agreement together with the bid document.
4. Prices shall be fixed throughout the two (2) year period.
5. All costs are inclusive VAT and any other taxes.

Name of authorized representative of the tenderer _____

Signature and stamp _____

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

CONTRACT FORM

THIS AGREEMENT made the ____ day of ____ 2013
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 provision of clearing and forwarding
services [brief description of the
services] and has accepted a tender by the tenderer for the provision of the services 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 _____.

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
Plot No,Street/Road.....
Postal addressTel No.Fax Email
Nature of Business
Registration Certificate No.
Maximum value of business which you can handle at any one time – KShs.
Name of your bankers
Branch

Part 2 (a) – Sole Proprietor

Your name in full.....Age.....
Nationality.....Country of Origin.....
Citizenship details
.....

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.....

TENDER SECURITY FORM

Whereas [name of the tenderer]

(hereinafter called “the tenderer”) has submitted its tender dated [date of submission of tender] for the provision of [name and/or description of the services]

KNOW ALL PEOPLE by these presents that WE.....

Of having registered office
at..... (hereinafter called “the Bank”) are
bound unto [name of procuring
entity] (hereinafter called “the procuring entity”) in the sum of
..... for which payment well and truly to be
made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these
presents. Sealed with the Common Seal of the said Bank this _____ day of
_____ 2011.

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

- (a) fails or refuses to execute the Contract Form, if required; or
- (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

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

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

[signature of the bank]

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]

BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[name of tender].....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

.....

[name and address of tenderer][hereinafter called “the tenderer”] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount

of

[amount of guarantee in figures and words].

We, the

[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding

[amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[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.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

BIDDER'S DECLARATION AND INTEGRITY PACT

Bidder's Declaration

We/I the undersigned, in the capacity of
for[*name of the company/firm/individual*]
certify that the **bidder is not in any of the following situations:**

- 1 Bankruptcy; are the subject of proceedings for a declaration of bankruptcy, or of an order for compulsory winding up or administration by court, or of any other similar proceedings;
- 2 Payments to us have been suspended in accordance with the judgment of a court other than a judgment declaring bankruptcy and resulting, in accordance with our national laws, in the total or partial loss of the right to administer and dispose off our property;
- 3 Legal proceedings have been instituted against us involving an order suspending payments and which may result, in accordance with our national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of our property;
- 4 Are being wound up, or our affairs are being administered by court, or have entered into an arrangement with creditors, or have suspended business activities or are subject to an injunction against running business by a court of law;
- 5 Have been convicted by a final judgment of any crime or offence concerning our/my professional conduct;
- 6 Are guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or execution of a tender already awarded; and
- 7 Are in breach of contract on another contract with the Government of Kenya or other local or international contracting authority or foreign government.
- 8 Have been convicted of an offence concerning our/my professional conduct by a court of law, or found guilty of grave professional misconduct;
- 9 Have not fulfilled obligations relating to payments of taxes or statutory contributions.

If the bidder is in any of the above listed situations, kindly attach documents giving details of the situation.

Names in full: [... ..]

Duly authorized to sign this bid on behalf of (bidder's name):

[... ..]

Place and date: [... ..]

Stamp of the firm/company:

INTEGRITY PACT

Bidder's Oath to fulfill the Integrity Pact

Accepting that transparent business management and fair public administration are key to social development and national competitiveness, and in an effort to purge corruption and apply sanctions to corrupt businesses, and in full support of the worthy goals of this Integrity Pact, concerning the present tender for: _____, all personnel of _____ and its sub-contractors and agents hereby agree that:

1. We shall not conduct any unethical business practices, such as bid-rigging for the sake of a particular bidder to win the bid, or price-fixing. If proven as a fact that we have engaged in bid-rigging for the sake of a particular bidder to win the bid, we shall accept to be prohibited from submitting bids placed by KNTC (herein referred to as KNTC) for a period of two (2) years. If proven that we have discussed with other bidders in a bid to fix a price, or rigged a bid for a particular bidder to win the bid, we shall accept the prohibition from submitting bids placed by KNTC for a period of two (2) years. If any unethical behaviour is tantamount to a fraudulent practice, we accept that such a case may be handed over to the authorities for investigation and possible prosecution.
2. In the process of bidding, or concluding or execution of a contract, we shall not offer any bribe, gifts, entertainment or any other undue benefits directly or indirectly to related officials, and in case it is proved that we have violated any terms of this Integrity Pact in relation with a bid, or concluding or execution of a contract, or offered bribes for favours in a contract, to win a contract, or facilitate payment which should not have been forthcoming, we shall accept the prohibition from submitting a bid placed by KNTC for a period of two (2) years. If proven as a fact that we have offered bribes to KNTC or related officials for favours regarding a bid or contract to a bidder or a winning bidder, or for the purpose of faulty execution of the objectives of a contract, we shall accept the prohibition from submitting bids placed by KNTC for a period of two (2) years. If proven that we have offered bribes to KNTC or related officials in relation to bidding, or concluding or execution of a contract, we shall accept the prohibition from submitting bids placed by KNTC for a period of two (2) years.
3. In case it is proven that we have offered bribes to a related official or a KNTC official regarding a bid, or concluding or execution of a contract, we shall accept the cancellation of the contract, and shall not file any civil, administrative or criminal appeals.
4. We shall make our best effort to institute a Company Code of Conduct that prohibits bribery, bid rigging/fixing or any other corrupt practices in business relations with officials and KNTC, and a company regulation that prohibits any retaliatory acts toward anyone reporting inside corruption.
5. In addition, I confirm on behalf of the bidder that the details included in the bidders profile and experience sheet and our quotation are correct to the best of my knowledge and belief. In addition, we authorize, KNTC to seek information from any source to confirm our compliance with the requirements of this Integrity Pact.

6 The bidder authorizes KNTC, to seek information from any source, including publication of the name of the bidder to confirm that the bidder is compliant with the requirements of this Integrity Pact.

We shall fulfill this Integrity Pact as a solemn oath made on the basis of mutual trust, and, if and when we win a bid, we shall sign and fulfill the above as a “Special Condition of Contract,” and not file any civil, administrative or criminal appeals regarding any of the above terms.

Dated: _____

Signed by: _____
(Chief Executive/Managing Director)

Full Name printed: _____