



**NATIONAL SOCIAL SECURITY FUND  
P.O.BOX 30599 -00100  
NAIROBI.**

**TENDER NO: 17/2020-2021**

**PROVISION OF LEASING SERVICES FOR MULTI-FUNCTIONAL  
PRINTERS FOR NSSF HEAD QUARTERS AND BRANCH  
OFFICES**

**DECEMBER 2020**

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**SECTION A: TENDER NOTICE**

**TENDER NO. NSSF/17/2020 - 2021 – PROVISION OF LEASING SERVICES FOR MULTIFUNCTIONAL PRINTERS FOR NSSF HEAD QUARTERS AND BRANCH OFFICES**

The National Social Security Fund invites sealed tenders from eligible and competent firms to submit bids for Provision of Leasing Services for Multifunctional Printers for NSSF Headquarters and branch offices as specified in the tender document.

Interested tenderers should obtain tender documents detailing the requirements from **Procurement Office, 9<sup>th</sup> Floor, Social Security House, Nairobi, Block A, Western Wing, along Bishops Road, Nairobi** upon payment of a **non-refundable fee of Kes. 1,000** payable to National Social Security Fund either in cash or bankers cheque at the **Cash Office on Podium Floor, Room P006, Western Wing, Block 'A'**. Alternatively, the documents may be downloaded from the website [www.nssf.or.ke/tenders](http://www.nssf.or.ke/tenders) or <http://supplier.treasury.go.ke> **free of charge**. Interested bidders who download the documents should send their particulars through email [procurement@nssfkenya.co.ke](mailto:procurement@nssfkenya.co.ke) for registration purposes before the tender closing date. Further, all prospective bidders are advised to visit the website regularly to check any updates or addenda that may be issued

Tender documents shall be accompanied by the **Mandatory** requirements as stated in the Tender Document. Rates/Prices quoted should be net inclusive of all taxes and shall remain fixed during the term of the contract.

Completed tender documents in plain sealed outer envelopes enclosing separately sealed envelopes (in 'original' and 'copy' properly bound) **ALL** clearly marked **NSSF Tender No. NSSF/17/2020-2021– Provision of Leasing Services for Multifunctional Printers for NSSF Headquarters and Branch offices** as per instructions in the tender documents and addressed to:

**The Managing Trustee  
National Social Security Fund  
P.O. Box 30599 – 00100  
NAIROBI**

The same should be deposited in the tender Box on **2<sup>nd</sup> Floor, Reception Area, Block 'A', Western Wing, Social Security House, Nairobi** on or before **11:00 AM local time on 7<sup>th</sup> January, 2021**. Tenders will be opened immediately thereafter at the **Seminar Room, on 4<sup>th</sup> Floor, Social Security House, Block 'A' Western Wing, Nairobi** in the presence of bidders representatives who choose to attend.

**NSSF reserves the right to accept or reject any tender either in whole or in part**

## **SECTION B: - INSTRUCTIONS TO TENDERERS**

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## **SECTION B - INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible Tenderers**

- 2.1.1 This Invitation for **Provision of Leasing Services Multifunctional Printers for NSSF Headquarters and Branch Offices** 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 (herewith referred to as the term) specified in the tender documents.
- 2.1.2 The Fund employees, committee members, board members and their relative (spouse and children) are not eligible to participate in this tender.
- 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 Fund to provide the said services for the preparation of the design, specifications, and other documents to be used for the procurement of services under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

### **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 Fund, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

### **2.3 Contents of Tender Document**

- 2.3.1 The tender document comprise the documents listed below and addenda issued in accordance with Clause 2.5 of these instructions to Tenderers:
- (i) Instructions to tenderers
  - (ii) General Conditions of Contract
  - (iii) Special Conditions of Contract
  - (iv) Schedule of particulars of Tender
  - (v) Form of tender
  - (vi) Prices Schedules
  - (vii) Contract Form
  - (viii) Confidential Business Questionnaire Form
  - (ix) Tender Security Form
  - (x) Performance Security Form
  - (xi) Authorization Form
  - (xii) Declaration Form
  - (xiii) Request for Review Form

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

## **2.4 Clarification of Documents**

2.4.1 A prospective tenderer requiring any clarification of the tender document may notify the Fund in writing or by post at the Fund address indicated in the Invitation to Tender. The Fund will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the Fund. Written copies of the Fund response (including an explanation of the query but without identifying the source of the inquiry) will be sent to all prospective tenderers that have received the tender document.

2.4.2 The Fund 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 Fund, 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 candidates that have received the tender documents will be notified of the amendment in writing or by post and 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 Fund, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of Tenders**

2.6.1 The tender document prepared by the tenderer, as well as all correspondence and documents related to the tender exchange by the tenderer and the Fund, shall be written in English language, provided that 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 passage in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7 Documents Comprising the Tender**

2.7.1 The tender prepared by the tenderers shall comprise the following components

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9, and 2.10 below.
- (b) Documentary evidence established in accordance with clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.
- (c) Tender security furnished is in accordance with clause 2.12
- (d) Confidential Business Questionnaire

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

2.9.1 The tenderer shall indicate on the price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

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

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

2.9.4 Contract price variations shall not be allowed for contract 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 Fund within 30 days of receiving the request.

## **2.10 Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings

## **2.11 Tenderers Eligibility and Qualifications**

- 2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Fund 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 of Kshs. 50,000 of the total tender price.
- 2.12.2 The tender security shall not exceed 2 percent of the tender price
- 2.12.3 The tender Security is required to protect the Fund against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 2.12.4 The tender security shall be in Kenya Shillings or in another freely convertible currency and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, in the form provided in the tender documents and should be valid for thirty (30) days beyond the validity of the tender.
- 2.12.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Fund as non-responsive, pursuant to paragraph 2.22
- 2.12.6 Unsuccessful Tenderer's tender 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 Fund.
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28.
- 2.12.8 The tender security may be forfeited:
  - (a) If tenderer withdraws its tender during the period of tender validity specified by the Fund on the Tender Form; or



- (b) In the case of a successful tenderer, if the tenderer fails:
  - I. To sign the contract in accordance with paragraph 2.27 or
  - II. To furnish performance security in accordance with paragraph 2.28
- (c) If the tenderer rejects correction of an error in the tender

## **2.13 Validity of Tenders**

- 2.13.1 Tenders shall remain valid for 120 days after the date of tender opening. A tender valid for a shorter period shall be rejected by the Fund as non-responsive.
- 2.13.2 In exceptional circumstances, the Fund may solicit the Tenderer's consent to an extension of the period of validity. The request and responses thereto shall be made in writing. The tender security provided under paragraph 2.14 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 unamend printed literature, shall be personalized 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 initialled 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, dully 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;

**MANAGING TRUSTEE/ CHIEF EXECUTIVE OFFICER  
NATIONAL SECURITY SOCIAL FUND  
P.O.BOX 30599-00100, NAIROBI**

b) Bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," 7<sup>th</sup> **January 2021, 11. 00 a.m.**

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 envelopes is not sealed and marked as required by paragraph 2.17.2, the Fund 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 Fund at the address specified under Paragraph

2.17.2 not later than 7<sup>th</sup> January 2021, 11. 00 a.m.

2.16.2 The Fund may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Fund and candidates previously subject to the deadline will therefore 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 Fund as provided for in the appendix.

**2.17 Modification and withdrawal of tenders**

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

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

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

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

2.17.5 The Fund 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 Fund 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 tender

## **2.18 Opening of Tenders**

2.18.1 The Fund will open all tenders in the presence of tenderers' representatives who choose to attend, **on 7<sup>th</sup> January 2021, 11. 00 a.m. at NSSF Building, Block 'A', 2<sup>nd</sup> Floor.** 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 Fund, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 The Fund will prepare minutes of the tender opening.

## **2.19 Clarification of tenders**

2.19.1 To assist in the examination, evaluation and comparison of tenders the Fund 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 Fund in its tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer's 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 Fund 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 Fund may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Fund 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 Fund 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 Fund 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 Fund 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 Fund will evaluate and compare the tenders which have been

Determined to be substantially responsive, pursuant to paragraph 2.22

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 Fund's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specification: (a) Operational plan proposed in the tender

(b) Deviations in payment schedule from that specified in the special conditions of the contract:

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods Will be applied:

### **(a) Operational Plan:**

The Fund 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 Fund 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 Fund may consider the alternative payment schedule offered by the selected tenderer.

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

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

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

**2.23. Contacting the Fund**

2.23.1 Subject to paragraph 2.21 no tenderer shall contact the Fund 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 Fund in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the Tenderer's tender.

**2.24 Award of Contract**

**a) Post qualification**

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

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Fund deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's

tender, in which event the Fund will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

**b) Award Criteria**

2.24.4 The Fund will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tender is determined to be qualified to perform the contract satisfactorily.

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

- a) Necessary qualification, 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

**2.25 The Funds right to accept or reject any or all Tenders**

2.25.1 The Fund 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 Funds action. If the Fund determines that none of the tenderers is responsive: The Fund shall notify each tenderer who submitted a tender.

2.25.2 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

**2.26 Notification of award**

2.26.1 Prior to the expiration of the period of tender validity, the Fund will notify the successful tenderer in writing that its tender has been accepted

2.26.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.26.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28 the Fund will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14.

## **2.27 Signing of Contract**

2.27.1 At the same time as the Fund notifies the successful tenderer that its tender has been accepted, the Fund will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties

2.27.2 Within fourteen (14) days of receipt of the Contract Form, the successful tender shall sign and date the contract and return it to the Fund.

2.27.3 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.

## **2.28 Performance Security**

2.27.1 Within thirty (30) days of the receipt of notification of award from Fund 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 Fund.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.25 or paragraph 2.26 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Fund may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

2.28.1 The Fund 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 and will not be involved in corrupt or fraudulent practices.

2.28.2 The Fund 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.

## **SECTION C: GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

In this contract the following terms shall be interpreted as indicated:

- a) "The contract" means the agreement entered into between the Fund 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 Fund" means the organization sourcing for the services under this Contract.
- d) "The contractor" means the individual or firm providing the services under this Contract.
- e) "GCC" means general conditions of contract contained in this section
- f) "SCC" means the special conditions of contract
- g) "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 Standards**

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

### **3.4 Use of Contract Documents and Information**

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



3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contractor's performance under the Contract if so required by the Procuring entity.

### **3.5 Patent Rights**

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

### **3.6 Performance Security**

3.6.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish the Fund with the performance security where applicable in the amount specified in SCC

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

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

- (a) Cash.
- (b) A bank guarantees.
- (c) Such insurance company guarantee approved by the Authority.
- (d) A letter of credit.

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

### **3.7. Delivery of services and Documents**

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

### **3.8. Payment**

3.81. The method and conditions of payment to be made to the procuring entity under this Contract shall be specified in the SCC

3.82. Payment shall be made promptly by the contractor, but in no case later than sixty (60) days after submission of an invoice or claim by the procuring entity.

### **3.9 Prices**

3.9.1 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 Fund request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.9.2 Contract price variations shall not be allowed for contract not exceeding one year (12 months)

3.9.3 Where the cumulative value of all contract variations is allowed, the variation shall not exceed 25% of the original contract price.

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

### **3.10 Assignment**

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

### **3.10 Termination for Default**

The Fund 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 Fund.
- b) If the tenderer fails to perform any other obligation(s) under the Contract.
- c) If the tenderer, in the judgment of the Fund has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Fund 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 Fund for any excess costs for such similar services.

### **3.12 Termination of insolvency**

The Fund 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 Fund.

### **3.14 Resolution of disputes**

The Fund 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.

### **3.15 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.

### **3.16 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.

### **3.17 Applicable Law.**

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

### **3.18 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 D: SPECIAL CONDITIONS OF CONTRACT

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

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

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.6	Performance security will be provided before the signing of contract The amount shall be 10% of the tender price/contract value.
3.7	Payment shall be made after provision of Services or as agreed by both parties.
3.8	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
3.10	The Fund 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: If the tenderer, in the judgment of the Fund has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;
3.13	The resolution of disputes shall be by direct informal negotiation.
3.14	The contract shall be written in the English language
3.16	The contract shall be interpreted in accordance with the laws of Kenya
3.17	Only laws of Kenya shall be applicable during interpretation of the Contract.

## Appendix to Instructions to Tenderers

The following information shall complement or amend the provisions of the instructions to tenderers. Whenever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Clause Reference	Particulars of Appendix to Instructions to Tenderers
<b>A. Introduction</b>	
ITT - 1.1	The number of the Invitation for Bids is: Tender <b>No. NSSF/17/2020-2021</b>
ITT - 1.1	The Contracting Agency is: <b>National Social Security Fund</b>
1.1	The name of the service is: <b>Provision of Leasing Services for Multifunction Printers for NSSF Headquarters &amp; Branch Offices</b>
	Invitation to tender is open to: <b>To All Eligible Service Providers</b>
<b>B. Bidding Documents</b>	
<b>Cover Page</b>	For <b>clarification purposes</b> only, the Contracting Agency's address is: Attention: <b>The Managing Trustee</b> Street Address: <b>Social Security House Nairobi, Bishops Road</b> City: <b>Nairobi</b> Address: <b>30599-00100</b> Country: <b>Kenya</b> Telephone: <b>(020) 2729911,2710552</b> Electronic mail address: <a href="mailto:procurement@nssf.or.ke">procurement@nssf.or.ke</a>
<b>C. Preparation of Bids</b>	
3.1	The language of the bid is: <b>English</b>
10	Alternative times for completion: <b>N/A</b>
3.1	The prices quoted by the Bidder shall be: <b>Absolute</b>
3.5	The currency(ies) of the bid shall be in: <b>Kenya Shillings</b>
3.6	The bid validity period shall be: <b>90 days from the date of opening</b>

	A bid security required: Tender security (Bid bond) of Kenya Shillings Fifty Thousand (Kshs 50,000); in form of a Bank guarantee from a bank licensed and operating in Kenya or another bank recognized by the Central Bank of Kenya or tender security from an Insurance Company duly recognized by the Public Procurement Regulatory Authority of Kenya (PPRA).
<b>4.1</b>	In addition to the original of the bid, the number of copies is: <b>ONE</b>
<b>1.2 (a)</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <b>Power of Attorney</b>
<b>D. Submission and Opening of Bids</b>	
<b>4.2</b>	For <b>bid submission purposes only</b> , the Contracting Agency's address is: <b>Managing Trustee / Chief Executive Officer</b> <b>Box 30599-00100</b> <b>NSSF Building, Block 'A' Nairobi, Kenya.</b>  <b>The deadline for bid submission is:</b> Date: <b>7<sup>th</sup> January 2021.</b> Time: <b>11.00 am</b>  Bidders <b><u>DON'T</u></b> have the option of submitting their bids electronically.
<b>5.1</b>	The bid opening shall take place at:  <b>NSSF Building, Bishops Road,</b> <b>4<sup>th</sup> Floor, Block 'A'</b>  Date: <b>7<sup>th</sup> January 2021.</b> Time: <b>11.00 a.m</b>
<b>5.2</b>	The Letter of Bid and Bill of Quantities <b>SHALL</b> be signed by the authorised representatives of the tenderer.
<b>E. Evaluation and Comparison of Bids</b>	
<b>5.3</b>	Evaluation will be conducted: <b>Using the stipulated criteria</b>
<b>F. Contract Signing</b>	
<b>6.5</b>	Performance Security: <b>Shall be provided before the signing of contract</b>

## **SECTION F: TECHNICAL SPECIFICATIONS:**

The service provider undertakes to provide leasing of multifunctional printers with the following specifications:

- (a) Print, copy and scan with ability of duplex
  - (b) Provide secure and tracking print management solution.
  - (c) Offer preventive maintenance and service.
  - (d) Short warm up period.
  - (e) The equipment shall have estimated up to 520,000 Black & white & 20,000 color copies per month consolidated for all machines.
  - (f) The equipment shall have speed & other mandatory compliance as per the details requested under **machine specifications & Print management software specification.**
- 
- 1. The service provider shall provide monthly and quarterly performance reports.
  - 2. The service provider shall provide access to the copy/print/scanner counter information.
  - 3. The service provider shall provide printer consumables and part replacements for the printers.
  - 4. The service provider shall provide hardware, software and firmware support services.
  - 5. The service provider shall provide warranty status.
  - 6. The service provider shall provide monthly electronic meter readings for billing purposes.
  - 7. The service provider shall provide standby hardware/resources in the course of the contract period to mitigate against downtime.
  - 8. The service provider shall be responsible for keeping the machines running at all times and shall provide guarantee of the engineer's response when required.
  - 9. The service provider shall provide a procedure for requesting additional machines within the contract period.
  - 10. The service provider shall provide a procedure for retrieving the leased equipment within the contract period.
  - 11. The service provider will provide services from qualified and certified engineers to carry out preventive maintenance and repair works as may be necessary.
  - 12. The service provider undertakes to advise the client on software with related new product releases in order to ensure that their functionality and performance conform to the prevailing industry standards.

13. The service provider shall within one hour (1) make a technical response to the report of a problem by the client from 8.30 am up to 5:30 p.m. Monday through Friday excluding Public Holidays.
14. In the event that the report necessitates urgent response, in that the application is unable to function and the work of the department cannot proceed, the service provider will respond within one hour of logging the call from 8:30 a.m to 5:30 p.m. In the event that the report is made outside the normal working hours and urgent response is required, in that the system is unable to function and the work of the department/branch cannot proceed, the service provider will respond immediately.
15. Through the technical response, the service provider will identify and remedy faults to the client's satisfaction.
16. The service provider shall be required to set up and manage change control procedure to ensure that all problems and new requests are actioned correctly and on time. The service provider shall provide a procedure for retrieving the leased equipment within the contract.



**Machine Specifications & Print Management Software Specification.**

A: Machine Specifications

1. A3 Color Multifunctional specifications

<b>General - Specs for A3 Color MFP</b>	<b>Bidders Response</b>
<b>Engine speed</b>	
Not less than 24 pages A4 per minute Up to 11 pages A3 per minute Duplex print speed: 25 page per minute, A4 Duplex copy speed: 25 page per minute, A4	
<b>Warm-up time</b>	
Approx. 10 seconds or less	
<b>Power consumption</b>	
Printing: 510 W Copying: 510 W Low power mode: 50 W Ready mode: 50 W Sleep-mode: 0.7 W	
<b>Paper Handling</b>	
<b>Input capacity</b>	
Multi-purpose tray: 150 sheets 52 - 300g/m2, (Banner 136–163 g/m2 ) A6R - SRA3 (320 x 450 mm), Custom (98 x 148 to 297 x 457.2 mm), Banner max. 304.8 x 1,220 mm Standard universal paper cassette: 2 x 500 sheet 52 - 300g/m2 Upper cassette A6R up to A4R, lower cassette A6R up to SRA3	
<b>input capacity</b>	
2 x 500 sheet	
<b>Duplex unit</b>	
Standard 64 to 256 g/m2 SRA3 to A6R	
<b>Max. output capacity</b>	
Standard 500 sheets face-down, Max. 4300 sheets	
<b>Print</b>	
<b>Processor</b>	
Freescle QorIQ T1024 (Dual Core) 1.0GHz	
<b>Fonts</b>	
93 outline fonts (PCL), 136 fonts (KPD L 3), 8 fonts( Windows Vista), 1 Bitmap font 45 types of one-dimensional barcodes, 1 type of two-dimensional barcode (PDF417)	
<b>Features</b>	
Encrypted PDF Direct Print, IPP printing, e-mail printing, WSD print, secure printing via SSL, IPsec,SNMPv3, quick copy, proof and hold, private print, job storage functionality	
<b>Applicable OS</b>	
All current Windows operating systems, MAC OS X Version 10.9 or higher Unix, Linux as well as other operating systems on request	

<b>General - Specs for A3 Color MFP</b>	<b>Bidders Response</b>
<b>Copy</b>	
<b>Max. original size</b>	
A3	
<b>Continuous copy</b>	
1-9999	
<b>Zoom range</b>	
25-400% in 1% steps	
<b>Preset magnification ratios</b>	
5 Reductions/5 Enlargements	
<b>Image adjustments</b>	
Text + Photo, Photo, Text, Diagram/Map	
<b>Digital copy features</b>	
Scan-once-copy-many, electronic sort, 2in1, 4in1, image repeat, page numbering, cover mode, booklet copy, interrupt copy, form overlay, margin shift, auto cassette change, skip blank page, ID copy	
<b>Scan</b>	
<b>Scan functionalities</b>	
Scan to e-mail, Scan to FTP, Scan to SMB, Scan to USB Host, Scan to box, Network TWAIN, WIA/WSD scan	
<b>Scan speed</b>	
180 ipm (300 dpi, A4, duplex, b/w, with DP-7130) 180 ipm (300 dpi, A4, duplex. colour, with DP-7130)	
<b>Scan resolution</b>	
600dpi x 600dpi , 400dpi x 400dpi , 200dpi x 400dpi, 300dpi x 300dpi , 200dpi x 200dpi , 200dpi x 100dpi 256 greyscales per colour	
<b>Max. scan size</b>	
A3, Ledger	
<b>File type</b>	
TIFF, PDF, PDF/A, JPEG, Open XPS, Encrypted PDF, High compression PDF, PDF/A-1a/b, PDF/A-2a/b/u, Searchable PDF(Optional), MS Office file(Optional)	
<b>Original recognition</b>	
Text, photo, text + photo, Light Text / Fine Line, optimized for OCR	

II. A4 Color Machine Specifications

<b>General- Specs- A4 Color Desktop</b>	Bidders Response
<b>General type</b>	
Colour Multifunctional for A4 format	
<b>Engine speed</b>	
Not less than 34 pages A4 per minute in colour and b/w	
<b>Warm-up time</b>	
Approx. 24.9 seconds or less	
<b>Power consumption</b>	
Printing: 532 W Copying: 547 W Ready mode: 84 W Sleep-mode: 0.6 W	
<b>Warranty</b>	
1-year warranty as standard guarantees the drum and developer for 3 years or 200,000 pages (whichever occurs sooner), provided each device is used and cleaned in accordance with the service instructions.	
<b>Paper Handling</b>	
<b>Input capacity</b>	
100-sheet multi-purpose tray, 60–220g/m2, A4, A5, A6, B5, B6, Letter, Legal, Folio, Custom (70 x 148 to 216 x 356 mm), 250-sheet Standard universal paper cassette, 60–163 g/m2, A4, A5, A6, B5, B6, Letter, Legal, Folio, Custom (105 x 148 – 216 x 356 mm).	
<b>Max. input capacity with options</b>	
1,850 sheets	
<b>Duplex unit</b>	
Duplex as standard supports 60–163 g/m2, A4, A5, B5, Letter, Legal	
<b>Max. output capacity</b>	
250 sheets face-down with paper full sensor	
<b>Document processor</b>	
Dual scan document processor: standard 100 sheets 50 - 120 g/m2 A4, A5, A6, B5, Letter, Legal, Custom (105 x 148 to 216 x 356 mm)	
<b>Print</b>	
<b>Processor</b>	
Cortex-A9 Dual core 1,2 GHz	
<b>Fonts</b>	
93 outline fonts (PCL), 93 fonts (KPD L 3), 8 fonts (Windows Vista), 1 Bitmap font, 45 types of one-dimensional barcodes, 1 type of two-dimensional barcode (PDF417)	

<b>General - Specs for A3 Color MFP</b>	<b>Bidders Response</b>
<b>Features</b>	
Encrypted PDF Direct Print, IPP printing, e-mail printing, WSD print, secure printing via SSL, IPsec, SNMPv3, quick copy, proof and hold, private print, job storage and job management functionality	
<b>Applicable OS</b>	
All current Windows operating systems, MAC OS X Version 10.8 or higher, Unix, Linux as well as other operating systems on request	
<b>Copy</b>	
<b>Max. original size</b>	
A4/legal	
<b>Continuous copy</b>	
1 - 999	
<b>Zoom range</b>	
25 - 400 % in 1% steps	
<b>Preset magnification ratios</b>	
7 Reductions/5 Enlargements	
<b>Image adjustments</b>	
Text + Photo, Photo, Text, Map, Printed document	
<b>Digital copy features</b>	
Auto Colour Mode, Scan-once-copy-many, electronic sort, 2in1, 4in1, ID-card copy, job reserve, priority print, program, auto duplex copy, split copy, continuous scan, auto cassette change, copy density control	
<b>Scan</b>	
<b>Scan functionalities</b>	
Scan-to-Email, Scan-to-FTP, Scan-to-SMB, Scan to USB Host, Local/Network TWAIN, WIA, WSD scan	
<b>Scan speed</b>	
62 ipm (300 dpi, A4, b/w), 46 ipm (300 dpi, A4 colour), 46 ipm (300 dpi, A4, b/w), 32 ipm (300 dpi, A4 colour)	
<b>Scan features</b>	
Colour scan, integrated address book, Active Directory support, encrypted data transfer, multi send (e-mail, fax, SMB/FTP folder, print) at once, Blank page skip	
<b>Scan resolution</b>	
600, 400, 300, 200 dpi, 256 greyscales per colour	
<b>Max. scan size</b>	
A4 / legal	
<b>File type</b>	
TIFF, PDF, PDF/A, JPEG, XPS, Open XPS, Encrypted PDF, High compression PDF, PDF/A-1a/b, PDF/A-2a/b/u, MS Office file and Searchable PDF (optional Scan Extension Kit(A) is required)	
<b>Original recognition</b>	
Text, photo, text + photo, light text, optimized for OCR	

**B: PRINT MANAGEMENT SOFTWARE SPECIFICATION / FLEET MANAGEMENT SOFTWARE / PRINT ON DEMAND SOFTWARE (MANDATORY)**

Solution Software (MANDATORY)	Features
PMS Solution (MANDATORY)	High compatibility
	Core Competencies-Device Management, Print Management, User Management
	Complete monitoring of printing services
	Security with secure user login
	Print, copy and scan accounting
	Job management / Follow Me functionality / Scan management
	Driverless and Email printing
	Mobile Application Printing (BYOD)
	Automatic reporting-Generate 150 types of report including User Report, Printer Report, Group Report, Environmental Impact Report
	Quotas Allocation to users for printing and copying
	Project accounting
Fleet Management Software (MANDATORY)	Remote Fleet Managing tool for Toner, Printer service, Printer Counters
	Fleet management Software offers the technological innovation and industry experience to help you make the most of your managed services offerings
	-E-automate® Office Equipment and Remote Managed Services Software Maximize Service Department Productivity
Print on Demand Software (MANDATORY)	Unique controller language from printers and MFP
	Letterhead printing, Envelop Printing
	This solution saves the cost on preprinted letterhead
	This solution only available with Printers

The service provider undertakes to provide leasing of photocopying services at the Headquarters, Regional Offices and Branch Offices.

SR NO	REGION
1	HQ
2	Coast
3	Central
4	Nairobi
5	Western
6	Rift Valley

### **REGIONAL & BRANCH OFFICES**

<b><u>NAIROBI REGION</u></b>	
1	Hill Branch
2	City Centre
3	<b>Nbi Regional Office – Bruce House</b>
4	Industrial Area
5	Westlands
6	Kiambu
7	Donholm
8	Eastleigh
9	Kitengela
10	Ongata Rongai
11	Machakos

<b><u>WESTERN/ NYANZA REGION</u></b>	
1	Nyamira
2	Busia
3	Kisumu
4	<b>Regional Office</b>
5	Homabay
6	Siaya
7	Kisii
8	Migori
9	Vihiga
10	Kakamega
11	Bungoma

**RIFT VALLEY REGION**

1	Naivasha
2	Nakuru
3	<b>Nakuru Regional Office</b>
4	Sotik
5	Kericho
6	Molo
7	Nandi Hills
8	Kapsabet
9	Eldoret
10	Elgeyo Markwet / Kapsowar
11	Kabarnet
12	Kitale
13	W/Pokot
14	Lodwar
15	Narok

**COASTAL / NORTH EASTERN REGION**

1.	Mombasa
2.	Ukunda
3.	Mtwapa
4.	Malindi
5.	Voi
6.	Garissa
7.	Wajir
8.	Lamu
9.	Tana River

**CENTRAL REGION**

1	Thika
2	Muranga
3	Meru
4	Makueni
5	Nanyuki
6	Kerugoya
7	Isiolo
8	Tharaka
9	Embu
10	<b>Regional Office - Central</b>
11	Nyeri
12	Maralal
13	Kitui
14	Mwingi
15	Nyahururu
16	Marsabit

## EVALUATION CRITERIA

### 1. Qualification and Award

The evaluation shall be carried out in four stages as provided below. Tenderers found to have given **false information at any stage of evaluation** will be disqualified and the tender rejected.

#### **Stage I – Preliminary/Mandatory Requirements (Qualifying criteria)**

The tenderer will be expected to meet all the stated requirements at this stage in order to proceed to the next stage of evaluation (Technical).

##### **(i) Preliminary evaluation of open tenders**

The evaluation committee shall first conduct a preliminary evaluation to determine whether:-

- (a) the tender has been submitted in the required format;
- (b) the tender security has been submitted in the required form, amount and validity period;
- (c) the tender has been signed by the person lawfully authorized to do so.
- (d) the required number of copies of the tender have been submitted;
- (e) the tender is valid for the period ( 90 days) required;
- (f) all the pages in the tender document **MUST** been serialized (numbered)

##### **(ii) Mandatory Requirements**

The following documents **MUST** be attached when returning this form.

1. Certificate of Company Registration/Incorporation (must be a Kenyan registered company)
2. Details of Company Ownerships/Directorship (CR12)
3. Valid TAX Compliance Certificate
4. Valid NSSF compliance certificate
5. Audited Accounts for the last three (3) years (from 2017) (Not applicable to special group)

**Tenders which do not satisfy any of the above requirements shall be disqualified at this stage and shall not proceed to stage II of the evaluation.**



## Stage II: Technical Evaluation

NO	EVALUATION CRITERIA	EVIDENCE	YES/NO
<b>1</b>	<b>Technical Specifications</b>		
	Compliance with the technical specifications for the machines and software as per the TOR	Full Compliance	
<b>2</b>	<b>Firms Experience</b>		
	Must have provided similar services to at least three corporate clients within the last	Three (3) Leasing Contracts for similar machines for a minimum of twenty (50) machines	
	Must have at least five (5) regional offices spread across Kenya	Lease agreement/Proof of ownership of premises/County Government Business Permit	
<b>3</b>	<b>Personnel</b>		
	Contract Manager must have at least a degree and minimum five years experience in business	Copy of degree certificate and CV signed by employee and company representative	
	At least five technicians with minimum of diploma in ICT hardware maintenance and three (3) years experience	Copy of relevant diploma certificate and CV signed by both the employee and company representative	
	At least twenty machine operators with a minimum of certificate and two (2) years relevant experience	Copy of relevant certificate and CV signed by both the employee and company representative	
<b>4</b>	<b>Methodology</b>		
	Provide comprehensive write up on solution to be deployed	Writeup touching on machine & Software technical aspects with cost & environmental benefits and solution implementation plan.	

**NOTE: Bidders must fulfil all the above requirements in order to proceed to financial evaluation stage.**

**Locations & Quantity of Machines and volumes per region**

**Out of the total volume 5% should be colour volume**

<b>SNo</b>	<b>Region</b>	<b>A3 MFP</b>	<b>Color A4 Color Desktop</b>	<b>Average Volumes (No)</b>
1	H/Q	10	6	170,000
2	Coast	-	9	70,000
3	Central	3	12	70,000
4	Nairobi	-	6	70,000
5	Western /Nyanza	1	9	70,000
6	Rift Valley	1	12	70,000
<b>Total</b>		<b>15</b>	<b>54</b>	<b>520,000</b>

## **SECTION G: STANDARD FORMS**

### **Notes on the sample Form**

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

## **STANDARD FORMS**

1. Form of tender
2. Price Schedule Form
3. Contract Form
4. Confidential Business Questionnaire
5. Tender Security Form
6. Performance Security Form
7. Authorization Form
8. Declaration Form

**FORM OF TENDER**

Date\_\_\_\_\_

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

To.....

.....

[Name and address of Fund]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[Insert numbers, the of which is hereby duly acknowledged, we, the undersigned, offer to provide Leasing Services for Multifunction Printers for NSSF Hqs and Branch Offices in conformity with the said tender documents for the sum of [total tender amount in words and figures] .....*  
.....Monthly and a rate of Kes.  
.....per copy 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 of prescribed by .....(Fund)
4. We agree to abide by this Tender for a period of 90 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. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. Subject to signing of the Contract by the parties.
6. We understand that you are not bound to accept the lowest or or nay tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20

*[signature]*

*[In the capacity of]*

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

## **PRICE SCHEDULES OF SERVICES**

Name of Tenderer-----Tender Number -----Page-----of-----

<b>S No</b>	<b>Region</b>	<b>A3 Color MFP</b>	<b>A4 Color Desktop</b>	<b>Average Volume (No)</b>	<b>Monthly Standing Charges (Kes)</b>	<b>Rate Per Copy (Kes)</b>	
						<b>Colour</b>	<b>B &amp; W</b>
1	H/Q	10	6	170,000			
2	Coast	-	9	70,000			
3	Central	3	12	70,000			
4	Nairobi	-	6	70,000			
5	Western /Nyanza	1	9	70,000			
6	Rift Valley	1	12	70,000			
<b>Total</b>		<b>15</b>	<b>54</b>	<b>520,000</b>			

### **NB:**

- All prices quoted must be inclusive of all taxes and in Kenyan Shillings
- The above prices must include the following:
  1. New machine
  2. Delivery of toner, drums, spares and all other consumable required during the contractual tenure of 48 months to all the branches at no extra cost.
  3. The Prices must include servicing of the machine and onsite technician deployment
  4. The above price must include service support and maintenance of the leased machine at no extra cost.

Signature & Stamp of tenderer .....

Head Quarters Nairobi HQ					
S No	Location (Floor)	A3 Color MFP	A4 Color Desktop	Monthly Standing Charges (Kes)	Rate (Kes) Per copy
1	12 <sup>th</sup> Floor Block A	1			
2	11 <sup>th</sup> Floor Block A	1	-		
3	10 <sup>th</sup> Floor Block A	1	-		
4	9 <sup>th</sup> Floor Block A	1			
5	7 <sup>th</sup> Floor Block A	1			
6	6 <sup>th</sup> Floor Block A	1	-		
7	5 <sup>th</sup> Floor Block A	1	-		
8	3 <sup>rd</sup> Floor Block A	1	1		
9	1 <sup>st</sup> Floor Block A	1	-		
10	Ground Floor Block A	-	2		
11	Podium Block A	-	2		
12	1 <sup>st</sup> & 2nd Floor Block C	1	-		
13	Mezzanine Block C	-	1		
	<b>Sub -Total</b>	<b>10</b>	<b>6</b>		

Nairobi					
S No	Location	A3 Color MFP	A4 Color Desktop	Monthly Standing Charges	Rate (Kes) Per Copy
1	Industrial Area	-	1		
2	Donholm	-	1		
3	Eastleigh	-	1		
4	Kitengela	-	1		
5	Ongata Rongai	-	1		
6	Machakos	-	1		
	<b>Sub -Total</b>	<b>-</b>	<b>6</b>		

COAST REGION / NORTH EASTERN					
S No	Location	A3 Color MFP	A4 Color Desktop	Monthly Standing Charges	Rate (Kes) Per Copy
1	Coast Regional Office	-	1		
2	Ukunda	-	1		
3	Mtwapa	-	1		
4	Malindi	-	1		
5	Voi	-	1		
6	Garissa	-	1		
7	Wajir	-	1		
8	Lamu	-	1		
9	Tana River	-	1		
	<b>Sub - Total</b>	<b>-</b>	<b>9</b>		

Central						
S No	Location	A3 Color MFP	A4 Color Desktop	Monthly Charges	Standing	Rate (Kes) Per Copy
1	Thika	1	-			
2	Muranga	-	1			
3	Meru	1	-			
4	Makueni	-	1			
5	Nanyuki	-	1			
6	Kerugoya	1	-			
7	Isiolo	-	1			
8	Tharaka Nithi	-	1			
9	Embu	-	1			
10	Nyeri	-	1			
11	Maralal	-	1			
12	Kitui	-	1			
13	Mwingi	-	1			
14	Nyahururu	-	1			
15	Marsabit	-	1			
	<b>Sub - Total</b>	<b>3</b>	<b>12</b>			

Rift Valley						
S NO	Location	A3 Color MFP	A4 Color Desktop	Monthly Charges	Standing	Rate (Kes) Per Copy
1	Naivasha	-	1			
2	Nakuru	1	-			
3	Narok	-	1			
4	Sotik	-	1			
5	Kericho	-	1			
6	Molo	-	1			
7	Nandi Hills	-	1			
8	Kapsabet	-	1			
9	Eldoret	-	1			
10	Elgeyo Markwet / Kapsowar	-	1			
11	Kabarnet	-	1			
12	West Pokot	-	1			
13	Lodwar	-	1			
	<b>Sub-Total</b>	<b>1</b>	<b>12</b>			



Western / Nyanza					
SNO	Location	A3 Color MFP	A4 Color Desktop	Monthly Standing Charges	Rate (Kes) Per Copy
1	Nyamira	-	1		
2	Busia	-	1		
3	Kisumu	1	-		
4	Homabay	-	1		
5	Siaya	-	1		
6	Kisii	-	1		
7	Migori	-	1		
8	Vihiga	-	1		
9	Kakamega	-	1		
10	Bungoma	-	1		
	<b>Sub -Total</b>	<b>1</b>	<b>9</b>		

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

### PART 1

Business Name .....

Location of business premises .....

Plot No. .... Road/Street .....

Postal Address ..... Tel. No. ....

E-mail Address. .... Fax No ..... PIN No. ....

NSSF Registration Code No. .... No. of Staff Registered  
..... Registration Certificate No.  
.....(Please attach a copy). Current Trade License No.  
..... VAT No. ....

Nature of business .....

Volume (maximum value) of business which you can handle at any one time..... Name of your bankers: .....

Branch ..... (Please attach a letter from your banker to the effect). Account No:.....

**Payments will be done through Electronic Funds Transfer (EFT)**

Do you have subsidiary companies? If yes,  
Name .....

Percentage shares: .....

Give names of four referees, reputable organizations you have been dealing with:

1. .... 2.  
.....

3. .... 4.  
.....

### PART II A: Sole Proprietor

Full Name .....

Nationality .....

Country of Origin .....

### PART II B: Partnership

Give details of partners as follows:

<u>NO.</u>	<u>NAME</u>	<u>NATIONALITY</u>	<u>SHARES</u>
1.	.....	.....	.....
2.	.....	.....	.....
3.	.....	.....	.....
4.	.....	.....	.....

**PART II C: Registered Company**

**Public or Private:**

State the Authorized and paid up share capital of the company:

Authorized Ksh .....

Issued and fully paid Ksh .....

**DETAILS OF DIRECTORS**

<u>NO.</u>	<u>NAME</u>	<u>NATIONALITY</u>	<u>AGE</u>	<u>GENDER</u>	<u>SHARES</u>
1.	.....	.....	.....	.....	.....
2.	.....	.....	.....	.....	.....
3.	.....	.....	.....	.....	.....
4.	.....	.....	.....	.....	.....

Name.....Date.....Signature .....

Rubber Stamp..... Date .....

**NOTE:**

1. The Fund shall disqualify a candidate who submits a document containing false information for purposes of qualification; such a candidate shall be blacklisted from the Fund's list of suppliers.
  2. The Fund may disqualify a candidate if it finds at any time that the information submitted concerning the qualifications of the candidate was materially inaccurate or materially incomplete.
  3. All incomplete questionnaires shall be disqualified.
1. All spaces must be filled.

**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]

(hereinafter called "the Tenderer").....

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

Of.....having registered office at Fund (hereinafter called "the Bank")are bound unto.....Fund (hereinafter called "the Fund") in the sum of .....for which payment well and truly to be made to the said Fund, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of 20 \_\_\_\_\_.

THE CONDITIONS of this obligation are:

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by the Fund 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 Fund up to the above amount upon receipt of its first written demand, without the Fund having to substantiate its demand, provided that in its demand the Fund 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: .....

Fund

WHEREAS.....[name of tenderer]

(hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ 20\_\_\_\_ to

supply.....

[Description services] (Hereinafter called "the contract")

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

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of 20

Signature and seal of the Guarantors

\_\_\_\_\_  
\_ [name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

(Amend accordingly if provided by Insurance Company)

**AUTHORIZATION FORM**

To *[name of the Procuring entity]* .....

WHEREAS .....

*[Name of the principal]*

who are established and reputation dealers in ..... *[Type of business]* having registered offices at ..... *[Address of principal]* do hereby authorizing ..... *[Name and address of tenderer]* to submit a tender, *[reference of the tender]* for the stated *(particulars of tender)*.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the services to be provided against this Invitation for Tenders.

---

*[Signature for and on behalf of the principal]*

Note: This letter of authority should be on the letterhead of the principal and should be signed by a competent person.

**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)*

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

MT/CEO

**National Social Security Fund**

**CONTRACT FORM**

THIS AGREEMENT made the \_\_\_day of \_\_\_\_\_20\_\_\_between.....NSSF of .....[country of Fund](hereinafter called “the Fund”) of the one part and .....[name of tenderer] of .....[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the Fund invited tenders for certain materials and spares.

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) The Tender Form and the Price Schedule submitted by the tenderer;
  - (b) The Schedule of Requirements;
  - (c) The Technical Specifications;
  - (d) The General Conditions of Contract; (e) The Special Conditions of Contract; and (f) The Fund’s Notification of Award.
3. In consideration of the payments to be made by the Fund to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Fund to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Fund 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 Fund) Signed, sealed, delivered by\_\_\_\_\_the \_\_\_\_\_(for the tenderer) in the presence of\_\_\_\_\_.



**DECLARATION FORM**

**STATEMENT OF VERIFICATION THAT NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND DISPOSAL ACT 2015.**

I, .....of P. O. Box ..... being a resident of ..... in the Republic of Kenya do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ..... (Name of the Company) who is a Bidder in respect of Tender No. 17/2020-2021:..... To supply goods, render services and/or carry out works for National Social Security Fund and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder has not been debarred from participating in procurement proceeding under Part IX.
3. THAT the aforesaid Bidder will not engage in any corrupt 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 National Social Security Fund, which is the procuring entity.
4. THAT the aforesaid Bidder, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of National Social Security Fund.
5. THAT what is to hereinabove is true to the best of my knowledge information and belief.

.....  
(Title)

.....  
(Signature)

.....  
(Date)