



**NAIROBI CLUB**

**TENDER DOCUMENT  
FOR  
LEASING OF MULTI FUNCTIONAL  
PRINTERS**

**TENDER NUMBER: OT/NC/LMP/07/18**

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## **SECTION I - INVITATION TO TENDER**

**Date: 17<sup>th</sup> October 2018**

**Tender Ref** OP/NC/LMP/07/18  
**Tender Name** TENDER FOR LEASING OF MULTIFUNCTIONAL PRINTERS

- 1.1 Nairobi Club invites sealed tenders from eligible candidates for leasing of multifunctional printers
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents from the Procurement Office- Nairobi Club during normal office working hours.

A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of Ksh 5000/= in cash or bankers cheque payable to Nairobi Club

- 1.3 Prices quoted should be net inclusively all taxes and delivery costs, must be in Kenya Shillings and shall remain valid for ( 60) 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 number and name and be deposited in the tender Box at the Nairobi Club back office or be addressed to

**The Chief Executive Officer  
Nairobi Club  
P.O. Box 30171-00100  
Nairobi**

so as to be received on or before 24<sup>th</sup> October 2018.

- 1.5 The tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend the Nairobi Club board room

**CHIEF EXECUTIVE OFFICER**

## SECTION II - INSTRUCTIONS TO TENDERERS

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## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible Tenderers**

2.1.1 This invitation for tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall be contracted for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the schedule of requirements.

2.1.2 The procuring entity's employees, committee members are not eligible to participate in the tender.

### **2.2 Cost of Tendering**

2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process

2.2.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=

2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of Tender Documents**

2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.7 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) Price Schedules
- (vii) Confidential Business Questionnaire Form

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

## **2.4 Clarification of tender Documents**

2.4.1 A prospective tenderer making inquiry on the tender documents may notify the Procuring entity by by email at the procuring entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than three (3) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. E-mail of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

## **2.5 Amendment of tender Documents**

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

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by 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 Tenders**

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

the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7. Documents Comprising the Tender**

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

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) documentary evidence established in accordance with paragraph 2.12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) tender security furnished in accordance with paragraph 2.12

## **2.8. Form of Tender**

2.8.1 The tenderer shall complete the Form of Tender and the Price Schedules furnished in the tender documents, indicating the particulars of the tender.

## **2.9. Tender Prices**

2.9.1 The tenderer shall indicate on the Price Schedules the unit prices and total tender price of the particular of tender under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the amounts to be paid by the tenderer to the procuring entity for the particulars of the tender under the contract.

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

## **2.10. Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise stated in the appendix.

## **2.11. Tenderers Eligibility and Qualifications**

2.11.1 Pursuant to paragraph 2.1.1 and 2.1.2 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.

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

## **2.12. Validity of Tenders**

2.13.1 Tenders shall remain valid for 60 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

## **2.14. Format and Signing of Tenders**

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

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

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

## **2.15 Sealing and Marking of Tenders**

2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL



TENDER” and “COPY OF TENDER”. The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender
- (b) bear tender number and name in the Invitation to Tender and the words, "**DO NOT OPEN BEFORE 24<sup>th</sup> October at 10.00am**"

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

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

## **2.16. Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **24<sup>th</sup> October at 10.00am**

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

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

## **2.17. Modification and Withdrawal of Tenders**

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

2.17.2 The tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of

paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.17.3 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. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

## **2.18. Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **Wednesday, 24<sup>th</sup> October 2018 at 10.00am** and in the location specified in the Invitation of tender. The tenderers' representatives who are present shall sign a register evidencing their attendance

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

2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of Tenders**

2.19.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.3 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.4 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.

## **2.22. Evaluation and Comparison of Tenders**

- 2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.3 The evaluation committee shall evaluate the tenders within 30 days from the date of opening the tender.

## **2.24 Post-qualification**

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

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

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

## **2.25 Award Criteria**

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

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

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

## **2.26. Procuring entity's right to accept or reject any or all tenders**

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

responsive, the Procuring entity shall notify each tenderer who submitted a tender.

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

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

## **2.27 Notification of Award**

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

2.27.2 The notification of award will constitute the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the unsuccessful tenderers shall be notified that their tenders have been unsuccessful.

## **2.29 Signing of Contract**

2.29.1 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.

2.29.2 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.

2.29.3 The contract will be definitive upon its signature by the two parties.

2.29.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## Appendix to instructions to Tenderers

The following information for leasing, licensing of the multifunctional printers shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the Instructions to Tenderers.

| Clause | Instructions   |
|--------|--|
| 2.1    | Particulars of eligible tenderers: Firms registered in Kenya   |
| 2.2.2  | Price to be charged for tender documents shall be Kshs. 3,000  |
| 2.1.1  | Particulars of eligibility and qualifications documents of evidence required. Copies of:<br><b>i) Certificate of Registration / Incorporation</b><br><b>ii) Certificate of valid tax compliance</b>  |
| 2.1.3  | Validity of Tenders: <b>Tenders Shall remain valid for 60 days after date of tender opening.</b>   |
| 2.5.2  | The bidders shall prepare <b>ONE</b> original and <b>ONE</b> copy of the tender  |
| 2.20.1 | Tenderers are required to submit copies of the following <b>MANDATORY DOCUMENTS</b> which will be used during Preliminary Examination to determine responsiveness:<br><b>1) Copy of certificate of Registration/Incorporation</b><br><b>2) Copy of Valid Tax Compliance certificate</b><br><b>3) Must Fill the Price Schedule in the format provided</b><br><b>4) Must Fill the Form of Tender in the format provided</b><br><b>6) Must submit a dully filled up Confidential Business Questionnaire in format provided</b><br><b>7) Must submit a manufacturer’s authorization of the equipment they intend to lease authorizing them to sell and service the Equipment.</b><br><b>8) Must submit brochures / technical literature of the equipment they intend to lease</b><br><b>9) Must submit three (3) client recommendation letters. All three must be of MFP leasing and not supplies. At this stage, the tenderer’s submission will either be responsive or nonresponsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.</b> |
| 2.2.2  | Evaluation and comparison of Tenders: The following evaluation criteria shall be applied not withstanding any other requirement in the tender documents.<br><b><u>Selection Process</u></b><br>Below is a description of the evaluation steps that will be adopted.<br><b><u>STEP 1: Preliminary evaluation</u></b><br>This will be an elimination stage which will be done as per paragraph 2.20.1 above.   |

**STEP 2: Technical evaluation**

Tenderers will be required to provide technical details on their proposed machine that meets the provided technical requirement. Only Tenderers who score 70% and above will be considered to be technically responsive and therefore proceed to financial evaluation

**STEP 3: Financial Evaluation**

This will include the following:-

- a) Confirmation and considering price schedule duly completed and signed
- b) Conducting a financial comparison
- c) Correction of arithmetical errors

## SECTION III - GENERAL CONDITIONS OF CONTRACT

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

### **3.1. Definitions**

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

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

### **3.2. Application**

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

### **3.3. Standards**

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

### **3.7. 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 procuring entity for particulars provided under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the Contractor 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 amendments signed by the parties.

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

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

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

### **3.10. Assignment**

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

### **3.11. Termination for Default**

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

- (a) if the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contractor in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the even the Procuring entity terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered, and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However the contractor shall continue performance of the contract to the extent not terminated.

### **3.12. Termination for insolvency**

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

### **3.13. Termination for convenience**

3.13.1 The Procuring entity by written notice sent to the contractor, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity's convenience, the extent to which performance of the contractor under the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

### **3.14 Resolution of Disputes**

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

3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15. Governing Language**

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

### **3.16. Applicable Law**

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

### **3.17 Force Majeure**

3.17.1 The Contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

### **3.18 Notices**

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

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

## Appendix to general conditions of contract

- 4.1 Special condition of contract shall supplement the General Conditions of Contract. Whenever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

| Clause | Instructions  |
|--------|---|
| 3.5    | Specify performance security if applicable: N/A   |
| 3.7    | Specify method Payments.<br><b>Payments shall be made at within 30 days upon receipt of Invoice(s).</b>   |
| 3.8    | Specify price adjustments allowed. <b>None</b>  |
| 3.14   | Specify resolution of disputes. Disputes to be settled as per the Arbitration Laws of Kenya.  |
| 3.16   | Specify applicable law. <b>Laws of Kenya</b>  |
| 3.17   | The completed proposals must be delivered to the address below:<br><br><b>The Chief Executive Officer<br/>Nairobi Club<br/>P.O. Box 30171-00100<br/>Nairobi<br/>Phone: 0733363628/0722203649/0772827157/8/9</b><br>Located along Ngong road, upper hill Nairobi <b>BEFORE 10:00 HOURS ON<br/>24<sup>th</sup> October 2018</b> |

## **SECTION V - SCHEDULE OF REQUIREMENTS**

Nairobi Club intends to engage reputable equipment leasing firms in operating leases for photocopy, printing and scanning services as specified in Section VI – technical Specifications. The lease agreement will be for three years renewable annually subject to satisfactory performance.

Three (3) departmental MFPs are required for lease and are to be delivered to Nairobi Club, Ngong Road/Haile Selassie Avenue Nairobi.

The successful vendor will be required to deliver the equipments within three (2) weeks after contract signing or at an agreed start date.

## **SECTION VI - TECHNICAL SPECIFICATIONS**

Nairobi Club seeks to partner with an MFP leasing vendor on a one year lease agreement renewable yearly upto a maximum of three years subject to satisfactory performance.

In leasing out these services, the Club intends to:

- Optimize the use of printers, scanners and copies
- Reduce the use of consumables such as paper and toner through better management
- Lower total cost of ownership
- Lower service and support costs
- Reduce down times
- Minimize and control administration costs

The vendor must be authorized by the manufacturer to supply the proposed MFPs and must meet our set requirements. During the lease period all MFPs shall remain the property of vendor and the vendor shall maintain the machines in acceptable working order.

Any machine deemed unacceptable shall be replaced at vendor's expense. The successful vendor must meet the following leasing terms;

1. Supply three(3) MFPs ( Two Black & White and One Colour) as per the attached technical specification on a lease agreement basis.
2. Proposed MFPs must be new.
3. Maintain copiers in optimal condition and efficient operating mode by supplying parts and consumables necessary to produce quality copies.
4. Provide staff with the training necessary to ensure optimized document reproduction and scanning solutions.
5. Include full support with onsite target response time of 3-4 hours to all service calls.
6. The Club reserves the right to request a replacement unit for each unit that fails to meet performance expectations at no expense.



7. Provide a certificate or letter from the manufacturer stating that the service and supply dealer is authorized for the equipment proposed.
8. Provide monthly update on copy volume per user and meter reading.
9. Assign service technician with contact details.
10. Provide detailed service history and equipment performance upon request. Service sheets should be signed and stamped by the Club.
11. Perform proactive preventive maintenance (PM) service for each unit installed according to the PM schedule specified by the equipment manufacturer.
12. Equipment installations and removals will be done in consultation with the Club.
13. Replacement will be a like-for-like or higher basis. In case a Multi Functional Product is taken for repair, overhaul, service or maintenance, a temporary replacement MFP will be installed beforehand for use.
14. Manage users where every user must be having a login credential.
15. Equipment must be compatible with Windows OSes for desktop PC and standard network environment. It should also be compatible with application software in Windows environment.
16. The vendor will fully insure the MFP installed to guard against such risk as may be necessary

## TECHNICAL SPECIFICATIONS

| COPY SPECIFICATIONS                |  | Bidders<br>Response |
|------------------------------------|--|---------------------|
| Type                               | Laser Technology   |                     |
| Print Resolution                   | 2400 x 600 dpi   |                     |
| Scan Resolution                    | 100 dpi, 150 dpi, 200 dpi, 300 dpi, 400 dpi, 600 dpi   |                     |
| Available Original/Copy Paper Size | Statement-R to Ledger  |                     |
| Paper Supply                       | 2 x 550-Sheet, 100-Sheet Stack Feed Bypass   |                     |
| Available Copy Paper Weight        | Cassettes: 17-28 lbs.; Stack Feed Bypass: 17-53 lbs. (110 lbs. index)  |                     |
| Copy Speed                         | 45 PPM   |                     |
| Page Memory/Hard Disk Drive        | 2GB RAM, 320GB   |                     |
| Reproduction Ratio                 | 25% to 400%  |                     |
| Warm-up Time                       | Approx. 20 seconds   |                     |
| First Copy Time                    | Approx. 4.7 seconds (Letter)   |                     |
| Monthly Copy Volume                | Maximum 10,000   |                     |
| Available Original Size            | Ledger - Statement-R   |                     |
| Special Paper                      | Bypass: Envelope, Tab Sheet  |                     |
| Maximum Paper Supply               | Up to 2,200 Sheets   |                     |
| Toner System                       | Simitri™- polymerised toner  |                     |
| Original Format                    | Upto A3  |                     |
| Type of User Boxes                 | Public, personal (with password or authentication), secure print   |                     |
| Paper size                         | A6 - A3 full bleed   |                     |
| Operating Systems                  | Windows Server 2008 (32/64), Windows Server 2008 R2, Windows Server 2012, Windows Server 2012 R2, Macintosh OS X 10.6 or later, Linux  |                     |
| Paper trays standard               | Tray 1: 500 sheets<br>A5 - A3<br>60 - 90g/m <sup>2</sup><br>Tray 2: 500 sheets<br>A5 - A3<br>60 - 90g/m <sup>2</sup><br>Manual Bypass: 150 sheets<br>A6 - A3<br>50 - 210g/m <sup>2</sup> |                     |
| Paper trays optional               | Tray 3: 500 sheets<br>A5 - A3<br>60 - 90g/m <sup>2</sup><br>Tray 3 + 4: 2x 500 sheets<br>A5 - A3<br>60 - 90g/m <sup>2</sup><br>Large Capacity Cabinet: 2,500 sheets<br>A4                |                     |

|                             |  |  |
|-----------------------------|--|--|
|                             | 60 - 90g/m <sup>2</sup>  |  |
| <b>PRINT SPECIFICATIONS</b> |  |  |
| Memory                      | 2GB RAM  |  |
| Hard Disk Drive             | 320GB  |  |
| Print Engine Resolution     | 2,400 x 600 dpi (with Smoothing)   |  |
| Print Speed                 | 45 PPM   |  |
| Interface                   | 10/100/1000BaseTX Ethernet, 802.11b/g/n,<br>Wireless LAN, USB  |  |
| Printer Language            | PCL6, PostScript 3, XPS  |  |
| Connectivity                | 10/100/1000BaseTX Ethernet, 802.11b/g/n,<br>Wireless LAN, USB  |  |
| <b>SCAN SPECIFICATIONS</b>  |  |  |
| Scan Resolution             | 100 dpi, 150 dpi, 200 dpi, 300 dpi, 400 dpi, 600 dpi   |  |
| Scan Modes                  | Scan to Email, Scan to PC (SMB), Scan to FTP,<br>Scan to BOX (HDD), Scan to WebDAV, Scan to<br>WSD (Web Service), Scan to DPWS (Device<br>Profile for Web Service), Network TWAIN scan |  |
| Scan Speed                  | 30SPM  |  |
| File Format                 | TIFF, PDF, Slim PDF, JPEG, XPS MS Word, MS<br>Excel, Searchable PDF w/ Adv. Scanning option  |  |
| Authentication              | LDAP, SMTP, Windows Server Domain  |  |
| <b>E-FILING (STANDARD)</b>  |  |  |
| Operation Method            | Color Touch Screen Control Panel or Client PC  |  |
| Folders                     | Public and Private   |  |

## PRICE SCHEDULE OF SERVICES

Name of Tender: **LEASING OF MULTI-FUNCTIONAL PRINTERS**

Tender Number: **OT/NS/LMP/07/2018**

Based on the information contained in the Description of Services, Tenderers should provide a breakdown of costs in the format shown below. The cost must include a standard monthly rental charge and the rate per page for the indicated monthly volume. The cost should include applicable taxes.

### **Black & White - Two Printers**

**Average copies per month 8,000**

| Device Type:                         | Less than 5000 copies/month | Less than 8000 copies/month | Less than 10,000 copies/month |
|--------------------------------------|-----------------------------|-----------------------------|-------------------------------|
|                                      | <i>(Ksh rate per page)</i>  |                             |                               |
| Monthly Service Charge (Per Printer) |                             |                             |                               |
| Charge per copy                      |                             |                             |                               |
| <b>TOTAL</b>                         |                             |                             |                               |

**Note: The Pricing Schedule provided should be for ONE printer**

### **Colour - One Printer**

**Average copies per month 2,000**

| Device Type:                         | Less than 1000 copies/month | Less than 2000 copies/month | Less than 3,000 copies/month |
|--------------------------------------|-----------------------------|-----------------------------|------------------------------|
|                                      | <i>(Ksh rate per page)</i>  |                             |                              |
| Monthly Service Charge (Per Printer) |                             |                             |                              |
| Charge per copy                      |                             |                             |                              |
| <b>TOTAL</b>                         |                             |                             |                              |

The Club will award the contract to a supplier who offers the most competitive rate in both items, each of the consumption categories and monthly rental charge. Only One supplier will be awarded the contract.

Cost for paper should not be included.

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Signature & Stamp of tenderer

# SECTION VI - STANDARD FORMS

## Form of Tender

To: Nairobi Club

Date:.....

Tender No:.....

Tender Name:.....

Gentlemen and/or Ladies:-

4. Having examined the Tender documents including Addenda No. (insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to procure (the particulars of the tender) under this tender in conformity with the said Tender document for the sum of .....  
.....[Total Tender amount in words and figures]

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

5. We undertake, if our Tender is accepted, to abide by the conditions of the tender.

6. 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.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

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

# CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2( c) Which ever applies to your type of business

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

Part \_\_\_\_\_ General:

Business Name .....  
 Location of business premises .....  
 Plot No. .... Street/Road .....  
 Postal Address ..... Tel. No. .... 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.....

Party 2(b) – Partnership

Give details of partners as follows

|    | Name  | Nationality | Citizenship Details | Shares |
|----|-------|-------------|---------------------|--------|
| 1. | ..... | .....       | .....               | .....  |
| 2. | ..... | .....       | .....               | .....  |
| 3. | ..... | .....       | .....               | .....  |
| 4. | ..... | .....       | .....               | .....  |
| 5. | ..... | .....       | .....               | .....  |

Part 2( c) – Registered Company:

Private or public .....  
 State the nominal and issued capital of the company –  
 Nominal Kshs. ....  
 Issued Kshs.....

Give details of all directors as follows

|    | Name  | Nationality | Citizenship Details | Shares |
|----|-------|-------------|---------------------|--------|
| 1. | ..... | .....       | .....               | .....  |
| 2. | ..... | .....       | .....               | .....  |
| 3. | ..... | .....       | .....               | .....  |
| 4. | ..... | .....       | .....               | .....  |
| 5. | ..... | .....       | .....               | .....  |

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