



**REPUBLIC OF KENYA**  
**MINISTRY OF INTERIOR AND COORDINATION**  
**OF NATIONAL GOVERNMENT**

**STATE DEPARTMENT FOR CORRECTIONAL SERVICES**  
**P.O. BOX 30478**  
**NAIROBI**

**TENDER NO : SDC/46/2019-20**

**TENDER NAME : SUPPLY, INSTALLATION, TESTING AND**  
**COMMISSIONING OF SCREENING MACHINES**

## TABLE OF CONTENTS

	PAGE
SECTION I. INVITATION TO TENDER .....	4
SECTION II. INSTRUCTIONS TO TENDERERS .....	5
SECTION III. EVALAUATION CRITERIA.....	23
SECTION IV. GENERAL CONDITIONS OF CONTRACT .....	26
SECTION V. SPECIAL CONDITIONS OF CONTRACT .....	33
SECTION VI. TECHNICAL SPECIFICATIONS .....	34
SECTION VII. SCHEDULE OF REQUIREMENTS.....	43
SECTION VIII. STANDARD FORMS.....	47

## **Introduction**

- 1.1 This Standard Tender Document has been prepared for use by public entities in Kenya
- 1.2 The following general directions should be observed when using the document.
  - (a) Specific details should be furnished in the Invitation to Tender and in the special conditions of contract. The final documents to be provided to the tenderers should not have blank spaces or give options
  - (b) The Instructions to Tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and the appendix to instructions to tenderers.
- 1.3
  - (a) Information contained in the Invitation to Tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate and shall indicate any important tender requirements.
  - (b) The Invitation to tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following the invitation for expression of interest for which the invitation is issued.

## **SECTION I. INVITATION TO TENDER**

**CONTRACT NAME: SUPPLY AND INSTALLATION OF SCREENING MACHINES  
FOR MAXIMUM SECURITY PRISONS**

**CONTRACT NO : SDC/46/2019-20**

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The State Department for Correctional Services invites sealed bids from eligible candidates for supply, install, test and commission Screening machines at Kamiti, Shimo-la-tewa, Manyani, Nyeri, Naivasha and Kisumu Maximum security prisons

Interested eligible candidates should download the document free of charge from our website [www.correctional.go.ke](http://www.correctional.go.ke) or [www.mygov.go.ke](http://www.mygov.go.ke) or from IFMIS suppliers portal: [www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke) The documents can also be collected from Supply Chain Management offices, 13<sup>th</sup> Floor Telposta Towers, State Dept for Correctional Services located within Nairobi Area during normal working hours. **(8.00 to 1.00 p.m and 2.00 to 5.00 p.m)** upon payment of a non-refundable fee of Kenya Shillings One Thousand (Kshs. 1,000/=) per tender document. Payments can be made in cash or bankers' cheque in favour of the **Principal Secretary, State Department for Correctional Services**. Downloaded documents should not be paid for but must be registered.

Duly completed tender documents in plain sealed envelopes should be registered at the Supply Chain Management Office 13<sup>th</sup> Floor Telposta Towers within Nairobi Area before they are deposited in the tender boxes and should be addressed as follows;

**The Principal Secretary  
State Department for Correctional Services  
P O Box 30478-00100  
NAIROBI**

So as to be received on or before **10:00am, 3<sup>rd</sup> March 2020**. Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for **150 days** from the closing date of the tender.

Opening of Tenders will take place immediately thereafter on 13<sup>th</sup> floor, conference room at Telposta Towers in the presence of interested tenderers or their representatives.

The Government of the Republic of Kenya reserves the right to accept or reject, terminate any tender without assigning reasons for this decision thereof.

**Youth, Women and Persons with Disabilities are encouraged to participate in tender.**

**HEAD OF SUPPLY CHAIN MANAGEMENT SERVICES  
FOR: PRINCIPAL SECRETARY**

## SECTION II. INSTRUCTIONS TO TENDERERS

### Table of Clauses

	<u>Page</u>
2.1 Eligible Tenderers .....	6
2.2 Eligible Goods .....	6
2.3 Cost of Tendering .....	6
2.4 The Tender Document .....	7
2.5 Clarification of Documents .....	7
2.6 Amendment of Documents .....	7
2.7 Language of Tender .....	8
2.8 Documents Comprising of Tender .....	8
2.9 Tender Forms .....	8
2.10 Tender Prices .....	8
2.11 Tender Currencies .....	9
2.12 Tenderers Eligibility and Qualifications .....	9
2.13 Goods Eligibility and Conformity to Tender Documents .....	9
2.14 Tender Security .....	10
2.15 Validity of Tenders .....	11
2.16 Format and Signing of Tender .....	11
2.17 Sealing and Marking of Tenders .....	12
2.18 Deadline for Submission of Tenders .....	12
2.19 Modification and Withdrawal of Tenders .....	12
2.20 Opening of Tenders.....	13
2.21 Clarification of Tenders .....	13
2.22 Preliminary Examination .....	13
2.23 Conversion to Single Currency .....	14
2.24 Evaluation and Comparison of Tenders .....	14
2.25 Preference .....	14
2.26 Contacting the Procuring entity .....	15
2.27 Award of Contract.....	15
2.28 Notification of Award .....	16
2.29 Signing of Contract .....	16
2.30 Performance Security .....	16
2.31 Corrupt or Fraudulent Practices .....	16

## **2.2 Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the 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 Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

## **2.2 Eligible Goods**

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

## **2.3 Cost of Tendering**

- 2.3.1 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.
- 2.3.2 The price to be charged for the tender document shall not exceed **Kshs.1,000/=**

2.3.3 All firms found capable of performing the contract satisfactorily in accordance to the set prequalification criteria shall be prequalified.

## **2.4 The Tender Document**

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire
- (xiv) Litigation History Form
- (xv) Declaration Form
- (xvi) Self Declaration Form

2.4.2 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.

## **2.5 Clarification of Documents**

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the 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 not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

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

## **2.6 Amendment of Documents**

- 2.6.1 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 amendment.
- 2.6.2 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.
- 2.6.3 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.

## **2.7 Language of Tender**

- 2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, 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 passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.8 Documents Comprising of Tender**

- 2.8.1 The tender prepared by the tenderers shall comprise the following components
- (a) A Tender Form and a Price Schedule completed in accordance with Paragraph 2.9, 2.10 and 2.11 below.
  - (b) documentary evidence established in accordance with Paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
  - (c) documentary evidence established in accordance with Paragraph 2.s2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
  - (d) tender security furnished in accordance with Paragraph 2.14

## **2.9 Tender Forms**

- 2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.



## **2.10 Tender Prices**

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the tender shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to Paragraph 2.22

2.10.4 The validity period of the tender shall be one hundred and fifty (150) days from the date of opening of the tender.

## **2.11 Tender Currencies**

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

## **2.12 Tenderers Eligibility and Qualifications**

2.12.1 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.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under Paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance,

repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

- (d) That, the Bidder meets the qualification criteria listed in the Appendix to Instructions to the Tenderers.

### **2.13 Goods Eligibility and Conformity to Tender Documents**

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
- (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **2.14 Tender Security**

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of 0.5 - 2 per cent of the tender price.

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.8

2.14.4 The tender security shall be denominated 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, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with Paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to Paragraph 2.22

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

2.14.7 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

2.14.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 2.27
  - or
  - (ii) to furnish performance security in accordance with paragraph 2.28

## **2.15 Validity of Tenders**

2.15.1 Tenders shall remain valid for **150 days** or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 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.

## **2.16 Format and Signing of Tender**

2.16.1 The Procuring entity 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.

2.16.2 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. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 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. **2.17**

## **Sealing and Marking of Tenders**

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

2.17.2 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 for Tenders and the words,  
"DO NOT OPEN BEFORE," **3<sup>rd</sup> March 2020 at 10.00 am local time.**

2.17.3 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".

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

## **2.18 Deadline for Submission of Tenders**

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than the time and date specified in the Appendix to Instructions to Tenderers.

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

## **2.19 Modification and Withdrawal of Tenders**

2.19.1 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.

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.19.4 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 2.14.7

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

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

## **2.20 Opening of Tenders**

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **3<sup>rd</sup> March 2020 at 10.00 am local time.** and in the location specified in the Invitation to Tender.

2.20.2 The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.20.4 The Procuring entity will prepare minutes of the tender opening.

## **2.21 Clarification of Tenders**

2.21.1 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.

2.21.2 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.

## **2.22 Preliminary Examination**

2.22.1 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.

2.22.2 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 forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 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.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

### **2.23 Conversion to Single Currency**

2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

### **2.24 Evaluation and Comparison of Tenders**

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

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

### **2.25 Preference**

2.25.1 The Public Procurement and Asset Disposal Act 2015 Sec 157 (5) applies – a minimum of 30% shall be allocated to the youth, women and persons with disabilities.

### **2.26 Contacting the Procuring entity**

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

## **2.27 Award of Contract**

### **(a) Post-qualification**

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

2.27.2 The determination will take into account the tenderer financial, technical, and production 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 Procuring entity deems necessary and appropriate.

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

### **(b) Award Criteria**

2.27.4 The Procuring entity 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 tenderer is determined to be qualified to perform the contract satisfactorily.

### **(c) Procuring entity's Right to Vary quantities**

2.27.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

### **(d) Procuring entity's Right to Accept or Reject Any or All Tenders**

2.27.6 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

## **2.28 Notification of Award**

2.28.1 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.

2.28.2 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

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

## **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 send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.29.2 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.

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

## **2.30 Performance Security**

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

2.30.2 Failure of the successful tenderer to comply with the requirements of Paragraph 2.27 or Paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event

the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

### **2.31 Corrupt or Fraudulent Practices**

2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

2.31.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

## APPENDIX TO INSTRUCTIONS TO THE TENDERERS

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

INSTRUCTIONS TO TENDERER'S REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.5	<p><b>Clarification of Documents</b>                      The address for the purpose of clarification of tender document is as follows:                      The Head, Supply Chain Management Unit,                      State Department for Correctional Services,                      P.O. Box 30478, 00100, Nairobi                      Kenya                      Email: <a href="mailto:correctional.procurement@gmail.com">correctional.procurement@gmail.com</a>AD</p>
2.10	<p><b>Tender prices</b>                      The prices indicated shall be DDP to The State Department for Correctional Services. The term DDP shall be governed by the rules prescribed in the current edition of <b><i>Incoterms</i></b> published by the International Chamber of Commerce, Paris</p>
2.11.1	<p><b>Tender Currencies</b>                      Prices shall be quoted in Kenya Shillings or USD or EURO</p>
2.12.1	<p><b>Tenderers Eligibility and Qualifications</b></p> <ol style="list-style-type: none"> <li>1) This Invitation for Bids is open to Kenya Citizen.</li> <li>2) A Joint venture is acceptable between a Citizen contractor and a Non-Citizen/Manufacturer contractor.</li> <li>3) The Citizen contractor shall have the controlling share (Lead Partner); the managing local contractor</li> <li>4) Joint Venture agreement shall be submitted together with the bidding document proposal</li> <li>5) The contractor/Manufacturer shall have been in the business of manufacturing similar security equipment for the last <b>FIVE (5)</b> years prior the opening of the bids. The following shall be submitted with the bidding document:                             <ol style="list-style-type: none"> <li>a) Copy of registration or incorporation certificate, including all parties of a joint venture, shall submit</li> <li>b) Brochures and technical documentation of the proposed equipment from manufacturer.</li> <li>c) Tender security in the format required in clause,</li> </ol> </li> </ol>

<b>INSTRUCTIONS TO TENDERER'S REFERENCE</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
	<ul style="list-style-type: none"> <li>d) Duly completed and signed form of tender,</li> <li>e) Duly filled declaration form confirming whether the firm has been debarred. In case of a Joint Venture, each party must submit.</li> <li>f) Duly filled litigation history form according to of this appendix to instructions to tenderers. In case of a Joint Venture, each party must submit.</li> <li>g) Duly filled Self Declaration Form. In case of a Joint Venture, each party must submit.</li> <li>h) Audited accounts for period ending in years 2017, 2018 and 2019. In case of a Joint Venture, each party must submit.</li> <li>i) Duly completed manufacturer's authorization form specific to this tender filled in the attached form.</li> <li>j) Written power of attorney authorizing the signatory of the Bid to commit the Bidder.</li> </ul>
2.12.3 (a)	<p><b>Authorization by the goods' Manufacturer</b></p> <ul style="list-style-type: none"> <li>1) The tenderer/local citizen contractor shall be duly authorized by the goods' Manufacturer or producer to supply the goods.</li> <li>2) The Manufacturer shall issue a manufacturer authorization letter directly to the local contractor and not through a third party. The manufacturer shall duly certify the authorization letter.</li> </ul>
2.14.1	<p><b>Tender Security</b></p> <ul style="list-style-type: none"> <li>1) Tenderers shall be required to submit a <b>Bid Bond of Kshs. 180,000</b>. It shall be in any of the following forms: <ul style="list-style-type: none"> <li>a) Cash or banker's cheques</li> <li>b) A bank guarantee,</li> <li>c) Such insurance guarantee as may be acceptable to the State Department for Correctional Services - policy number must be submitted,</li> <li>d) Letter of credit</li> </ul> </li> <li>2) The validity of the Tender security shall not be less than one hundred and Eighty (180) days from tender opening date</li> </ul>
2.18	<p><b>Deadline for Submission to Tenders</b></p> <p>Tender shall be submitted to  <b>The Principal Secretary,  State Department for Correctional Services,  P.O. Box 30478-00100, Nairobi</b></p>

<b>INSTRUCTIONS TO TENDERER'S REFERENCE</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
	The deadline for bid submission is; Date: <b>3<sup>rd</sup> March, 2020</b> Time: <b>10.00 a.m. local time</b>
2.20	<p><b>Opening of Tenders</b></p> <p>Tenders will be opened immediately after the deadline submission of tenders in the presence of the candidates or their representatives who choose to attend at the Board Room Located at 13<sup>th</sup> Floor Teleposta Towers 13<sup>th</sup> floor at the State Department for Correctional, Headquarters</p>
2.24	<p><b>Evaluation and Comparison of Tenders - notes</b></p> <ol style="list-style-type: none"> <li>1) Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.</li> <li>2) From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Procuring Entity on any matter related to the bidding process, it should do so in writing.</li> <li>3) Any attempt by a Bidder to influence the Procuring Entity in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.</li> <li>4) To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Procuring Entity may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the bids.</li> <li>5) If a Bidder does not provide clarifications of its bid by the date and time set in the Procuring Entity's request for clarification, its bid may be rejected</li> <li>6) During the evaluation of bids, the following definitions apply: <ol style="list-style-type: none"> <li>a) "Deviation" is a departure from the requirements specified in the Bidding Document;</li> <li>b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and</li> </ol> </li> </ol>

<b>INSTRUCTIONS TO TENDERER'S REFERENCE</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
	c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
2.25	Preference not applicable
2.30	<p>The amount of performance security shall be: Ten (10) percent of the Contract Price in order to cover the Procuring entity's warranty obligations and shall be in the form of either:</p> <ul style="list-style-type: none"> <li>a) Cash or banker's cheques</li> <li>b) A bank guarantee</li> <li>c) Such insurance guarantee as may be acceptable to the State Department for Correctional Services and listed by Public Procurement Oversight Authority (PPOA) - policy number must be submitted</li> </ul>

## SECTION III. EVALUATION CRITERIA

After tender opening, the Tenders will be evaluated in 3 stages, namely:

- a) Preliminary Evaluation
- b) Technical Evaluation
- c) Financial Evaluation

### STAGE 1- PRELIMINARY EVALUATION

#### Preliminary Evaluation

This stage of evaluation shall involve examination of the qualification conditions as set out in the Tender Advertisement Notice and any other requirements stated in the Bid Document. These requirements include the following: -

- a) A Valid VAT Tax Compliance Certificate
- b) A Copy of company's certificate of registration.
- c) Relevant Technical Brochures,
- d) Copies of CV's and Academic certificates for key personnel
- e) An original bid documents and a copy properly labelled as either 'Original' or 'Copy'**
- f) The bid documents submitted must be paginated, initialled and stamped (on every page).
- g) Duly filled Form of Tender
- h) Filled and signed Statement of Compliance
- i) Duly filled and signed Confidential Business Questionnaire
- j) A Valid and Latest CR12 for Limited Company or National Identity Card for Sole Proprietor
- k) Certified Company Audited accounts for years 2017, 2018 & 2019
- l) Access to financial resources amounting to more than 10% of the tender sum. (Provide Evidence of Financial Resources (cash in hand, lines of credit, over draft facility, bank undertaking to finance)
- m) Bid Security of Kshs. 180,000 valid for not less than 180 days from the date of tender opening from a reputable Bank or Insurance Company Accredited by the PPRA
- n) **Manufacturer's authorization letter specific to this tender** /Agency letter, addressed to **the local contractor** pursuant to clause 2.12.3 (a) of **appendix to instructions to the tenderers.**
- o) Duly completed form of litigation and arbitration history
- p) Joint Venture Agreement Between parties in the venture
- q) Duly filled declaration form
- r) Duly filled Self-Declaration Form

**The tenderers who do not satisfy any of the above requirements shall be considered Non- Responsive and their tenders will not be evaluated further.**

## STAGE 2 – TECHNICAL EVALUATION

The State Department for Correctional Services will evaluate technical bids as per the following requirements;

No	Item	Requirement	Marks %
1	Key Personnel/ employee (attach CV and Evidence):	Holder of min. Degree (Supervisor) in Electrical/Electronic or Mechanical engineering ( <b>1 persons</b> )	3
		Holder of min Diploma (Technician) in Electrical/Electronic engineering field ( <b>1 persons</b> )	3
		Holder of Factory Technical Training Certificate for Screening machine equipment (Walk Through Metal Detectors Screening Machine) ( <b>1 person</b> )	3
2	Experience	<b>5 similar projects</b> completed in the last <b>three (3) years.</b> completion evidence in the form of a completion certificate or recommendation letter from user is required	10
		One (1) on-going similar projects <b>(letters of award must be attached)</b>	2
3	Compliance for each specification of the following equipment	Screening machine (Screening machine	50
4	Implementation Schedule	Gantt chart showing all implementation stages with activities covering the project duration.	8
5	Services	Performance testing	2
		Technical Training	6
		Operator Training	3
		Installation, Configuration and Commissioning	5
6	Documentation	Technical and Service Manuals	3
		Training Manuals	2
Total			100



The procuring entity will undertake technical evaluation of the tenders determined to be responsive at the preliminary evaluation. Any tenders, which do not attain seventy (70%) and above shall be considered to be non-responsive and shall not be evaluated any further.

### **STAGE 3 - FINANCIAL EVALUATION**

If the Bid satisfies the Technical requirements, it shall be Subjected to financial evaluation. The evaluation shall be in two phases:

- (a) Preliminary examinations and
- (b) Tender sum Comparisons

#### **Preliminary examinations**

The evaluation committee will check the Arithmetic errors before Comparison of rates

#### **Tender sum Comparisons**

The rate quoted will be compared with prevailing market rates and the lowest responsive bidder shall be recommended for award.

(a)

## **SECTION IV. GENERAL CONDITIONS OF CONTRACT**

	Page
3.1 Definitions .....	26
3.2 Application .....	26
3.3 Country of Origin .....	26
3.4 Standards .....	26
3.5 Use of Contract Documents and Information .....	26
3.6 Patent Rights .....	27
3.7 Performance Security .....	27
3.8 Inspection and Tests .....	27
3.9 Packing .....	28
3.10 Delivery and Documents .....	28
3.11 Insurance .....	28
3.12 Payment .....	29
3.13 Prices .....	29
3.14 Assignment .....	29
3.15 Subcontracts .....	29
3.16 Termination for default .....	29
3.17 Liquidated Damages .....	30
3.18 Resolution of Disputes .....	30
3.19 Language and Law .....	30
3.20 Force Majeure .....	30

### **3.1 Definitions**

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

“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.

- (a) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (b) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (c) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (d) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

### **3.2 Application**

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

### **3.3 Country of Origin**

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer

### **3.4 Standards**

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

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

- 3.5.1 The tenderer 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 tenderer in the performance of the Contract.
- 3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

### **3.6 Patent Rights**

- 3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country

### **3.7 Performance Security**

- 3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.
- 3.7.2 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.
- 3.7.3 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 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.
- 3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of

completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

### **3.8 Inspection and Tests**

- 3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.9 Packing**

- 3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

### **3.10 Delivery and Documents**

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

### **3.11 Insurance**

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

### **3.12 Payment**

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

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

### **3.13 Prices**

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

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

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

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

### **3.14 Assignment**

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

### **3.15 Subcontracts**

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

### **3.16 Termination for default**

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

- (a) if the tenderer fails to deliver any or all of the goods within the periods specified in the Contract, or within any extension thereof granted by the Procuring entity
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

### **3.17 Liquidated Damages**

3.17.1 If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

### **3.18 Resolution of Disputes**

3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 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 adjudication in an agreed national or international forum, and/or international arbitration.

### **3.19 Language and Law**

3.14.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

### **3.20 Force Majeure**

3.20.1 The tenderer 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.



## SECTION V. SPECIAL CONDITIONS OF CONTRACT

6.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

6.2 Special conditions of contract as relates to the GCC

REFERENCE OF GC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	<p><b>Performance Security:</b>                      The amount of performance security shall be: Ten (10) percent of the Contract Price. The performance security shall be in the form of either:</p> <ul style="list-style-type: none"> <li>(a) Cash or banker's cheque,</li> <li>(b) A bank guarantee,</li> <li>(c) Such insurance guarantee as may be acceptable to the State Department for Correctional Services - policy number must be submitted, and approved by Public Procurement Oversight Authority PPOA</li> <li>(d) Letter of credit</li> </ul>
3.10.1	<p><b>Delivery and Documents</b>                      Delivery of goods shall be made on DDP Incoterms as per distribution matrix in chapter - one instruction to bidder's period of less than <b>8 WEEKS</b> from the date of contract signing.</p> <p>Documents to be submitted together with Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount shall include;</p> <ul style="list-style-type: none"> <li>✓ Copies of the packing list identifying contents of each package;</li> <li>✓ Manufacturer's or Supplier's warranty certificate;</li> <li>✓ Inspection certificate, issued by the nominated inspection agency,</li> <li>✓ Supplier's factory inspection report. (Factory Acceptance Test (FAT) documents duly signed)</li> <li>✓ Certificate of origin</li> </ul>
3.18.1	<p><b>Resolutions of disputes:</b>                      In the case of a dispute between the Procuring entity and a Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Kenya.</p>

## **SECTION VI. TECHNICAL SPECIFICATIONS**

### Table of Contents

General.....	34
Project Description.....	34
Scope of Work.....	34
Applicable Codes and Standards .....	35
Submittals.....	35
Products.....	35
Screening machine .....	36
Quality Assurance .....	44
Installation .....	44
Product Training.....	44
Product Test and Inspection.....	46

## **General**

### **Notes**

- A. These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply
- B. Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- C. All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc.
- D. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.

### **Project Description**

- A. This section describes and defines the requirements for the Electrical Scanners and associated equipment for Kamiti, Shimo-la-tewa, Manyani, Nyeri, Naivasha and Kisumu Maximum Security Prisons.
- B. This equipment shall enable Prison officers to achieve optimum security at the Maximum Security Prisons.
- C. The equipment will be deployed at main entrance of each Maximum Security Prison to be used by Prison Officers who will be screeners.
- D. The equipment shall be of modern type utilizing new and emerging engineering and technology. The manufacturer of the equipment shall have been in the business of designing the technology with a proof of deployment of similar equipment.
- E. The manufacture shall define the people or skills required to produce, review and approve the equipment.
- F. Bidders shall provide proposals that are equivalent to the State Department for Correctional Services requirements outlined in this tender document or approved equivalent.

### **Scope of Work**

- A. Delivery to site, installation, Training, testing and putting into service of the prison security screening equipment. The equipment shall be suitable for the climatic conditions at the site
- B. The equipment shall be delivered and installed at Kamiti, Shimi-la-tewa, Manyani, Nyeri, Naivasha and Kisumu Maximum security prisons.

## Submittals

A. Submit the following in compliance to conditions of contract Specification Sections:

1. Product data for products specified in this Section: Include data on features, components, ratings and performance. Include dimensioned plan and elevation views of components and enclosures and details of control panels.
2. Maintenance data for systems and products. Include the following:
3. Detailed operating instructions covering operation under both normal and abnormal conditions.
4. Routine maintenance requirements for system components.
5. Lists of spare parts and replacement components recommended being stored at the site for ready access.
6. Wiring diagrams detailing internal and interconnecting wiring for power, signalling and controls.
7. Qualification data for manufacturer and contractor as specified elsewhere in this section. Data describes capabilities and experience

### Screening Machine (Walk through metal detector) Specifications

Interior Size (W x H)	76(W)*205(H)cm
Temperature:	-20°C to +60°C
Humidity	0 to 95%, no condensation
Functional & Non Functional Requirements	<ul style="list-style-type: none"> <li>• Dual Side min. 20 localization zones</li> <li>• RS-232 communication</li> <li>• Password and hardware key access protection</li> <li>• Anti-tamper on/off switch</li> <li>• IP55 protection (IEC 60529)</li> <li>• High precision transit counter</li> <li>• Ethernet and USB interface</li> </ul>
Performance Requirements	<ol style="list-style-type: none"> <li>1. Continuous self-diagnostic</li> <li>2. High Discrimination and Throughput</li> <li>3. Threat detection capability from guns to ½ cutter blade</li> <li>4. High precision bidirectional counter with automatic rescreening compensation to external interferences</li> <li>5. Physical security: Anti-vandalism, anti-tampering protection</li> <li>6. Detection Capability: Magnetic, non-magnetic and mixed-alloy metal weapons</li> </ol>
Protection	IP55 protection (IEC 60529)
Power Supply	Mains 90-264 VAC/50-60 Hz

	Battery: 12 VDC Consumption, typical 30 W (AC), 25W (DC)
Alarm Signalling	<ol style="list-style-type: none"> <li>1. Multi-zone display bar for "height on person" localization</li> <li>2. 20 light bars with selectable entry/exit and pacing indication</li> <li>3. Min. 10 selectable continuous and pulsed tones</li> <li>4. 10 selectable sound intensities ranging from 0 to 90 dbA at 1m</li> <li>5. 20 independent zones selectable</li> <li>6. Green and red metering signals</li> </ol>
Zones	<ol style="list-style-type: none"> <li>1) Multi-zone screening machine used primarily for weapons detection</li> <li>2) Independent zones for <ol style="list-style-type: none"> <li>a) Superior Discrimination</li> <li>b) Reliable detection of threat items</li> <li>c) High traffic throughput</li> <li>d) Reliable location of threats</li> </ol> </li> </ol>
Counter	Intelligent Traffic counter for reliable statistics
Sensitivity	100% sensitivity steps in each program.
Calibration	Automatic or manual set
Interference Suppression	Digital filtering by signal processor. Several operating frequencies to suppress local electrical noise
Network Connections	Remote security monitoring system
Configuration	<ol style="list-style-type: none"> <li>1. Remote via RS-232, Infrared Remote Control Unit or Ethernet 10/100 base T interface</li> <li>2. Local via Control Unit alphanumeric display and keyboard</li> <li>3. Programming access: Protection by user and super-user password Products</li> </ol>
Safety Standard:	Conforms to the applicable international standards for electrical safety and EMC, EU Aviation complaint

## Installation

All materials and equipment shall be installed in accordance with the recommendations of the manufacturer. Workmen skilled in this type of work shall accomplish the installation.

The equipment's shall be delivered and installed at Kamiti, Shimo, Manyani, Nyeri, Naivasha and Kisumu maximum security prisons

## **Field Quality Control**

A. Supervised adjustment and pre-testing: Under supervision of factory authorized service representative, pre-test system functions, operations, and protective features. Adjust to ensure operation complies with specifications.

### **B. Cleaning**

Upon the completion of the installation, inspect system components. Remove any spots, dirt, and debris. Repair scratches and mars of finish to match original finish. Clean components internally using methods and materials recommended by manufacturer.

### **C. Spare parts**

Spare parts shall be included for a period of one years.

### **D. Guarantee**

All equipment shall be guaranteed against failures for a period of 2 (two) years.

## **Training**

- A. Training for equipment operation and the maintenance shall be provided and forms part of contractor mandate.
- B. All training shall be conducted in the English language.
- C. All training documents shall be in the English language.
- D. Training manuals shall be new and specifically related to the equipment and services supplied.
- E. The Employer's personnel shall be involved in installation, configuration and commissioning of the systems. This involvement is an integral part of the technical training requirement and will serve as labs on sites.
- F. The Contractor shall provide a structured plan within one month of signing the Contract detailing how he intends to involve Employer personnel in the execution of the Contract.

### **Training Methodology**

- A. Training shall include all operation, maintenance and troubleshooting aspects of the equipment. Furthermore, the trainer shall supervise the operation and maintenance procedures. Training shall be on site for a period of 7 days commencing one month before the date of commissioning.
- B. The Contractor shall prepare training materials and conduct all training for equipment users, administrators and maintenance staff both on site and at factory. The Procuring entity will provide a training classroom to conduct project training on site.
- C. The training shall include operational procedures and recovery techniques in case of a total Equipment failure.

- D. The training shall provide personnel with a working knowledge of the Equipment design and layout, and shall provide troubleshooting methods and techniques. In addition, the training shall cover testing, maintenance, and repair procedures for all equipment and applications, which are provided under this tender.
- E. The Contractor shall supply a detailed plan of user training, system administrator training and maintenance staff training. The Contractor shall provide a course outline, course materials and syllabus to the Procuring entity for approval 14-days prior to the scheduled training date. Each course shall require Procuring entity's approval prior to presentation.
- F. Training facilities: The Contractor shall provide any facilities other than a class room required for the training of the maintenance staff, trainers and end-users; including equipment software and documentation.
- G. Course materials shall be delivered to the Procuring entity for future presentation. Final delivery of the course materials shall include a master Hard copy of all materials and an electronic copy in a format approved by the Employer.
- H. The following general training guidelines shall be followed:
  - 1. By means of training classes augmented by individual instruction as necessary, the Contractor shall fully instruct the procuring entity's designated staff in the operation, adjustment and maintenance of all products and equipment.
  - 2. The Contractor shall be required to provide all training aids (e.g., notebooks, manuals, etc.).
  - 3. The training schedule is subject to the Procuring entity's approval.
  - 4. The trainer shall be qualified as a security screening equipment trainer and certified by the manufacturer as a trainer.
  - 5. Participants shall receive individual copies of technical manuals and pertinent documentation 7 days in advance of the training course. The courses shall be scheduled such that Procuring entity's personnel can participate in all courses (no overlap).
  - 6. Each course outline shall include, in addition to the subject matter, a short review of the prerequisite subjects (where appropriate); how this course fits into the overall training program; the objective; the standards of evaluation; and any other topics that will enhance the training environment.
  - 7. Training shall be conducted by experienced personnel and supported by training aids. The Contractor shall provide an adequate amount of training material. The following is considered a minimum:
    - a) Operations and flow charts, overall block diagrams, and descriptive material for all software
    - b) Schematic drawings for each of the equipment

- c) All procedure manuals, specification manuals, and operating manuals
- I. The training courses shall be divided into two:
  - a) Training for maintenance staff
  - b) Training for operational staff
- J. The Contractor shall structure the maintenance course to describe all equipment, software and applications and support programs.
- K. Classroom Training Operators and /Supervisors: The contractor shall structure the course to describe all equipment hardware, software and applications and support programs. This course shall include a functional overview of the equipment. The course material shall be provided in depth with the instructor covering detailed design, structure, and algorithm
- L. On-the-Job Training: An additional of on-the-job training shall be provided. This training shall be conducted on each site during installation.
- M. The Contractor shall answer any and all questions regarding the operation, repair, and maintenance of the equipment.

### **Performance Testing**

- A. The purpose of this test is to validate that the equipment meets the performance and recovery requirements and to validate operational assumptions using operation load testing.

### **Procedures**

- A. Ensure accurate representation of users, operational functions, peak traffic patterns, transaction volume, and exceptional/stressed conditions to provide faithful simulation of full load operational conditions as required by design. Complete operational testing of all components shall be witnessed by the Engineer and the Employer
- B. As part of the Performance Verification Testing a Failure Recovery test procedure shall be conducted. The Failure Recovery will include a full system failure and recovery procedures
- C. Schedule test with the Engineer. Do not begin testing until:
  - 1. All required equipment have been installed and individually and jointly tested to ensure they are operating properly
  - 2. Written permission from the Engineer has been received



## SECTION VII- SCHEDULE OF REQUIREMENTS

NAME OF TENDER : **Supply, Installation, Testing and Commissioning of Screening machines**

**Tender No. SDC/46/2019-20**

<b>Item No</b>	<b>Item Description</b>	<b>Qty</b>	<b>Country of origin</b>	<b>Make/model</b>	<b>Expected delivery period</b>
1	Screening Machine (Walk Through Metal Detectors and its accessories (KIT)	6			
2	Operator Training	12			
3	Technical Training	2			
4	Set-up, Configuration, testing and Commissioning of installed electrical scanners	4			
5	Post warranty Recommended spares for one (1) maintenance	Lot			

## SECTION VIII- PRICE SCHEDULE

### PRICE SCHEDULE FOR GOODS AND SERVICES TO BE SUPPLIED

NAME OF TENDER : **Supply, Installation, Testing and Commissioning of Screening machines**

**Tender No. SDC/46/2019-20**

<b>Item No</b>	<b>Item Description</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Total Price</b>
1	Screening Machine (Walk Through Metal Detectors and its accessories (KIT)	6		
2	Operator Training	12		
3	Technical Training	2		
4	Set-up, Configuration, testing and Commissioning of installed Screening Machines (Walk Though Metal Detectors)	4		
5	Post warranty Recommended spares for one (1) maintenance	Lot		
<b>Grand Total</b>				

## SECTION IX. STANDARD FORMS

### Notes on the sample Forms

1. **Form of Tender**-The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Confidential Business Questionnaire Form** -This form must be completed by the tenderer and submitted with the tender documents.
3. **Tender Security Form** - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. **Contract Form**-The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. **Performance Security Form** -The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
6. **Bank Guarantee for Advance Payment Form**-When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
7. **Manufacturers Authorization Form** - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

## **LIST OF STANDARD FORMS**

1.1	FORM OF TENDER.....	48
1.2	CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM .....	49
1.3	TENDER SECURITY FORM .....	50
1.4	CONTRACT FORM.....	51
1.5	PERFORMANCE SECURITY FORM .....	52
1.6	MANUFACTURER'S AUTHORIZATION FORM.....	53
1.7	LITIGATION HISTORY .....	54
1.8	DECLARATION FORM.....	55
1.9	LETTER OF NOTIFICATION OF AWARD .....	56
2.0	SELF-DECLARATION FORM .....	57

## 1.1 FORM OF TENDER

Tender No. SDC/46/2019-20

To: **The Principal Secretary**  
**P.O. Box 30478-00100**  
**Nairobi, Kenya**

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. .... *[insert numbers]* the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission ..... *(insert equipment description)* in conformity with the said tender documents for the sum of ..... *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver, install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to **ten (10%) percent** of the Contract Price for the due performance of the Contract, in the form prescribed by Kenya Airports Authority.
4. We agree to abide by this Tender for a period of **one hundred and fifty (150) 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 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 any tender you may receive.

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

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

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

## 1.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

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

### Part 1 General

Business Name .....  
Location of Business Premises .....  
Plot No, .....Street/Road .....  
Postal 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 .....

### Part 2 (b) – Partnership

Given details of partners as follows:

Name	Nationality	Citizenship details	Shares
1. ....			
2. ....			
3. ....			
4. ....			

### Part 2 (c) – Registered Company

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

Given details of all directors as follows

Name	Nationality	Citizenship details	Shares
1. ....			
2. ....			
3. ....			
4. ....			

Date.....Signature of Candidate.....

### 1.3 TENDER SECURITY FORM

Whereas ..... [*name of the tenderer*] (*hereinafter called "the tenderer"*) has submitted its tender dated ..... [*date of submission of tender*] for the supply, installation and commissioning of ..... [*name and/or description of the equipment*] (*hereinafter called "the Tender"*) ..... KNOW ALL PEOPLE by these presents that WE ..... of ..... having our registered office at ..... (*hereinafter called "the Bank"*), are bound unto State Department for Correctional Services of Nairobi, Kenya (*hereinafter called "the Procuring entity"*) in the sum of ..... for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of.....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 Procuring entity during the period of tender validity: (a) fails or refuses to execute the Contract Form, if required; or (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

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

This tender 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]*  
*(Amend accordingly if provided by Insurance Company)*

**1.4 CONTRACT FORM**

THIS AGREEMENT made the day of 20 between ..... [name of Procurement entity] of ..... [country of Procurement entity] (hereinafter called "the Procuring entity) of the one part and ..... [Name of tenderer] of ..... [City and country of tenderer] (hereinafter called "the tenderer") of the other part;

WHEREAS the Procuring entity invited tenders for certain goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of ..... [contract price in words and figures] (hereinafter called "the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
  - (a) the Tender Form and the Price Schedule submitted by the tenderer
  - (b) the Schedule of Requirements
  - (c) the Technical Specifications
  - (d) the General Conditions of Contract
  - (e) the Special Conditions of contract; and
  - (f) the Procuring Entity's Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

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

Signed, sealed, delivered by.....the.....(for the tenderer in the presence of)



## 1.5 PERFORMANCE SECURITY FORM

To .....

*[name of Procuring entity]*

WHEREAS ..... *[name of tenderer]* (hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. ....*[reference number of the contract]* dated.....20.....to supply .....  
[description of goods] (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 figure]* 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 you 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 .....

Signed and seal of the Guarantors

.....  
*[name of bank or financial institution]*

.....  
*[address]*

.....  
*[date]*

**1.6 MANUFACTURER'S AUTHORIZATION FORM**

To **The Principal Secretary**  
**State Department for Correctional Services**  
**P.O. Box30478, 00100,**  
**Nairobi, Kenya.**

WHEREAS.....*name of the manufacturer*] who are established and reputable manufacturers of.....  
*[name and/or description of the goods]* having factories at..... *[address of factory]* do hereby authorize ..... *[name and address of Agent]* to submit a tender, and subsequently negotiate and sign the Contract with you against tender No..... *[reference of the Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

---

*[signature for and on behalf of manufacturer]*

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

## 1.7 LITIGATION HISTORY

Name of Firm or Partner of a joint venture

Firms, including each of the partners of a joint venture, should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution. A separate sheet should be used for each partner of a joint venture

Date (month and year)	Award FOR or AGAINST Firm	Name of client, cause of litigation and matter in dispute	Disputed amount (current value, Kshs.)

Date .....

Seal/Signature of Candidate .....

## 1.8 DECLARATION FORM

Date \_\_\_\_\_

To **The Principal Secretary**  
**State Department for Correctional Services**  
**P.O. Box30478, 00100,**  
**Nairobi, Kenya**

The tenderer i.e. (name and address) \_\_\_\_\_  
\_\_\_\_\_ declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

(To be signed by authorized representative and officially stamped)

**1.9 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.

**The Head, Supply Chain Management,  
13<sup>th</sup> Floor, Telposta Towers, Kenyatta Avenue,  
State Department for Correctional Services,  
P.O. BOX 30478, 00100,  
NAIROBI, KENYA.**

\_\_\_\_\_  
**Principal Secretary  
State Department for Correctional Services**

## 2.0 SELF-DECLARATION FORM

### ANTI-CORRUPTION DECLARATION

We (**insert the name of the company/supplier**) .....  
declare and guarantees that no offer, gift or payment consideration or benefit of any kind,  
which constitutes an illegal or corrupt practice, has been or will be made to anyone by our  
organization or agent, either directly or indirectly, as an inducement or reward for the award or  
execution of this procurement.

In the event the above is contravened we accept that the following to apply-

- a) The person shall be disqualified from entering into a contract for the procurement; or
- b) If a contract has already been entered into with the person, the contract shall be voidable at the option of State Department for Correctional Services
- c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy that STATE DEPARTMENT FOR CORRECTIONAL SERVICES may have

Name..... Signature.....Date.....  
Company Seal/Business Stamp

### ANTI-FRAUDULENT PRACTICE DECLARATION

We (**insert the name of the company/supplier**) .....  
declares and guarantees that no person in our organization has or will be involved in a  
fraudulent practice in any procurement proceeding.

Name..... Signature..... Date.....  
Company Seal/Business Stamp

### NON-DEBARMENT DECLARATION

We (**insert the name of the company/ supplier**) .....  
declares and guarantees that no director or any person who has any controlling interest in our  
organization has been debarred from participating in a procurement proceeding.

Name.....Signature.....Date.....  
Company Seal/Business Stamp