



**THE CHIEF EXECUTIVE OFFICER
MEDIA COUNCIL OF KENYA
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**TENDER DOCUMENT
FOR**

**SUPPLY, DELIVERY, TESTING AND COMMISSINING OF VIDEO CONFERENCING
EQUIPMENT
(RESERVED FOR AGPO- YOUTH, WOMEN OF PWDs)**

TENDER NO. MCK/001/PROC/TENDER-023/20-21

CLOSING DATE: 7TH MAY 2021 AT 11.00 AM

Bidders who download the bid document are required to register their details at Media Council of Kenya office located at Britam Centre, Ground Floor, Mara/Ragati Road Junction, Upperhill or they can send their detailed address using the email tenders@mediacouncil.or.ke before the tender closing date.

TABLE OF CONTENTS

	Page
SECTION I	INVITATION TO TENDER..... 3
SECTION II	INSTRUCTIONS TO TENDERERS..... 4
	APPENDIX TO INSTITUTIONS TO TENDER 15
	EVALUATION CRITERIA 17
SECTION III	GENERAL CONDITIONS OF CONTRACT..... 19
SECTION IV	SPECIAL CONDITIONS OF CONTRACT 24
SECTION V	SCHEDULE OF REQUIREMENTS..... 25
SECTION VI	STANDARD FORMS..... 36

SECTION I – INVITATION TO TENDER

Date: 26nd April 2021

TENDER REF NO: MCK /001/PROC/TENDER-023/2020-2021

**TENDER NAME: SUPPLY, DELIVERY, TESTING & COMMISSIONING OF VIDEO
CONFERENCING EQUIPMENT**

- 1.1 MCK invites sealed tenders from eligible candidates for the **Supply, Delivery, Testing and Commissioning of Video Conferencing Equipment.**
- 1.2 The tender is reserved to companies/businesses registered under AGPO (Youth, Women and PWDs)
- 1.3 A complete tender document may be obtained by interested candidates upon payment of a non-refundable fee of (One thousand shillings only) Ksh.1,000/= to be deposited in the MCK account.
OR
Download free of charge from MCK Website at website www.mediacouncil.co.ke or Public Procurement Information Portal www.tenders.go.ke free of charge.
- 1.4 Bidders who download the bid document are required to register their details at Media Council of Kenya office located at Britam Centre, Ground Floor, Mara/Ragati Road Junction, Upperhill or they can register their detailed address using the email tenders@mediacouncil.or.ke before the tender closing date.
- 1.5 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for period of (120) days from the closing date of the tender.
- 1.6 Completed Bids are to be enclosed in plain sealed envelopes marked with the relevant tender description and reference number and deposited in the tender box located at the reception of the Media Council of Kenya, Ground Floor Britam Centre along Ragati/Mara Road so as to be received on or before **Friday 7th May, 2021 at 11.00 a.m.**
- 1.7 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at **MCK–Boardroom.**

**The Chief Executive Officer
Media Council of Kenya
P.O Box 43132-00100-
NAIROBI**

MEDIA COUNCIL OF KENYA

SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. MCK employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 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 MCK to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and MCK, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 MCK shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form
 - x) Tender security form

- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

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

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify MCK in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. MCK will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by MCK. Written copies of the MCK response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

2.4.2. MCK shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

2.5 Amendment of documents

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

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, MCK, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and MCK, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

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

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(a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

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

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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

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

2.9.6 Price variation requests shall be processed by MCK within 30 days of receiving the request.

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

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

2.12 Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.2 The tender security is required to protect MCK against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

- a) A bank guarantee.
- b) Cash.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by MCK as non-responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's 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 MCK.

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 The tender security may be forfeited:

- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by MCK 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 30**or**
 - (ii) to furnish performance security in accordance with paragraph 31.
- (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 60 days or as specified in the invitation to tender after date of tender opening prescribed by MCK, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by MCK as nonresponsive.

2.13.2 In exceptional circumstances, MCK 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 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

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

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for 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 each copy of the tender in separate envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY**." The envelopes shall then be sealed in an outer envelope.

The inner and outer envelopes shall:

(a) be addressed to MCK 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** On or before **FRIDAY 7TH MAY 2021 at 11.00 a.m.,**"

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, MCK 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 MCK at the address specified under paragraph 2.15.2 no later than **FRIDAY 7TH MAY, 2021 at 11.00 a.m.**

2.16.2 MCK may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of MCK 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 MCK as provided for in the appendix.

2.17 **Modification and withdrawal of tenders**

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

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

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

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

2.17.5 MCK may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 MCK shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 **Opening of Tenders**

2.18.1 MCK will open all tenders in the presence of tenderers' representatives who choose to attend, at **FRIDAY 7TH MAY, 2021 at 11.00 a.m.** and in the location specified in the

invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.4 MCK will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

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

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

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 MCK will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 MCK may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, MCK 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. MCK determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by MCK and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, MCK will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22 Evaluation and comparison of tenders.

2.22.1 MCK will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 MCK evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

- (a) Operational plan proposed in the tender;
- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.23 the following evaluation methods will be applied:

- (a) ***Operational Plan.***

MCK requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than MCK required delivery time will be treated as non-responsive and rejected.

- (b) ***Deviation in payment schedule.***

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. MCK may consider the alternative payment schedule offered by the selected tenderer.

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

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

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

2.23. **Contacting MCK**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact MCK on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence MCK in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 **Award of Contract**

a) **Post qualification**

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

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as MCK 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 MCK will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) **Award Criteria**

2.24.3 Subject to paragraph 2.29 MCK 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.

2.24.4 MCK 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 MCK action. If MCK determines that none of the tenderers is responsive; MCK shall notify each tenderer who submitted a tender.

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

2.25 **Notification of award**

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

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and MCK pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, MCK will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 **Signing of Contract**

2.26.1 At the same time as MCK notifies the successful tenderer that its tender has been accepted, MCK will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to MCK.

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

2.27 **Performance Security**

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

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event MCK may make the award to the next lowest evaluated or call for new tenders.

2.28 **Corrupt or Fraudulent Practices**

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- 2.28.1 MCK requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.28.2 MCK will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

Notes on the appendix to instruction to Tenderers

1. The appendix to instructions to tenderers is intended to assist MCK in providing specific information in relation to corresponding clauses in the instructions to tenderers included in section II and the appendix has to be prepared for each specific procurement
2. MCK should specify in the appendix information and requirements specific to the circumstances of MCK , the processing of the procurement and the tender evaluation criteria that will apply to the tenderers
3. In preparing the appendix the following aspects should be taken into consideration
 - a. The information that specifies and complements provisions of section III to be incorporated
 - b. Amendments of section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain intact and only be amended through the appendix.

Appendix to instructions to tenderers

The following information for procurement of services shall complement or amend the provisions of 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.

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: The tender is reserved to AGPO (Youth, Women and PWDs) registered companies/businesses ONLY. ✓ Bidders to note that sites are located in Nairobi, Kisumu, Nakuru, Meru and Mombasa Regional Offices. (All are located within CBD & Milimani for Kisumu)
2.2.2	Tender document shall be downloaded free of charge from Public Procurement Information Portal www.tenders.go.ke or the Council's websites: www.mediacouncil.or.ke
2.10	Particulars of other currencies allowed: None
2.11	Particulars of eligibility and qualifications documents of evidence required: As highlighted in the mandatory requirements
2.12.2	Particulars of tender security if applicable: Completely filled Tender Securing Declaration Form
2.12.3	Form of Tender Security: Completely filled Tender Securing Declaration Form
2.13	Validity of Tenders: Tenders Shall remain valid for 120 days
2.16.3	Bulky tenders which do not fit in the tender box shall be delivered to the Procurement Unit
2.17	The bidder shall submit COMBINED Technical and Financial proposals (One Bid Document) enclosed in plain sealed envelopes marked with the relevant tender description and reference number and deposited in the tender box located at the Ground Floor, Media Council of Kenya
2.22	Evaluation Criteria As indicated below.
2.24.4	Award criteria: Award to the lowest evaluated bidder.

EVALUATION CRITERIA

The criteria of evaluation will be as follows:

	MANDATORY REQUIREMENTS	REMARKS YES/NO
1.	Valid copy of Incorporation Certificate /Business Registration	
2.	Valid copy of Business Permit/License	
3.	Valid Copy of Tax Compliance Certificate	
4.	Copy of CR12 for Limited Company	
5.	Valid AGPO Certificate- AGPO- Youth, Women or PWDs	
6.	Completely filled Tender Securing Declaration Form	
7.	Bid submitted in two copies clearly marked “Original” and “Copy”	
8.	Dully filled, stamped and signed Form of Tender in the format provided	
9.	Dully filled, stamped and signed Confidential Business Questionnaire	
10.	Bidders shall initialize and paginate all pages.	
11.	Duly filled, stamped Form SD1 Self declaration confirming that the person/tenderer is not debarred in the matter of the public procurement and asset disposal act 2015	
12.	Duly filled, stamped Form SD2 Self Declaration confirming that the person/tenderer will not engage in any corrupt or fraudulent practice	
13.	Licensed contractor by the Communications Authority or Certificate of accreditation from ICT Authority.	
14.	Financial capability as supported by audited accounts for the last two (2) years. 2019 and 2020	
	<i>All bidders must meet 100% of the mandatory requirements listed above to proceed to technical evaluation, otherwise the bid will be considered non-responsive and disqualified.</i>	
	TECHNICAL REQUIREMENTS	
1.	Proof of satisfactory service for relevant works of similar or higher value executed within the last three (3) years. Submit recommendation/reference letters from at least three (3) clients accompanied by either an order or a signed contract document. (<i>Recommendation/ Reference letter must have full contacts postal address, telephone and email address of the client</i>)	
2.	Fill in the technical specification requirements and indicate the delivery period in the schedule of prices.	
3.	2No. Relevant Certified Professionals for solution set up	
4.	Integration to remote meeting System (Zoom, Teams, Google Meet)	
5.	Detailed Implementation Plan	

SECTION III GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS	Page
3.1: Definitions.....	22
3.2: Application.....	22
3.3: Standards.....	22
3.4: Use of Contract Documents and Information.....	22-23
3.5: Patent Rights.....	23
3.6: Performance Security.....	23
3.7: Delivery of Services and Documents.....	23
3.8: Payment.....	23
3.9: Prices.....	24
3.10: Assignment.....	24
3.11: Termination for Default.....	24
3.12: Termination for Insolvency.....	24
3.13: Termination for Convenience.....	25
3.14: Resolution of Disputes.....	25
3.15: Governing Language.....	25
3.16: Applicable law.....	25
3.17: Force Majeure.....	25
3.18: Notices.....	25

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- a) “The contract” means the agreement entered into between MCK and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to MCK under the Contract.
- d) “MCK” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

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

3.3 Standards

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

3.5 Patent Right’s

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

3.6 Performance Security

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

- 3.6.2 The proceeds of the performance security shall be payable to MCK as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to MCK and shall be in the form of :
- a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 3.6.4 The performance security will be discharged by MCK and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

- 3.7.1 MCK or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. MCK shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to MCK.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, MCK may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to MCK.
- 3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

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

3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC , vary from the prices by the tenderer in its tender or in MCK request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

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

3.10 Termination for Default

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

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

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

3.12 Termination of insolvency

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

3.13 Termination for convenience

3.13.1 MCK 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 MCK convenience, the extent to which performance of the contractor of 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 MCK may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

MCK and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC. A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

The clauses in this section are intended to assist MCK in providing contract specific information in relation to corresponding clauses in the general conditions of contract.

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

- a) Information that complement provisions of section III must be incorporated
- b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific service required must also be incorporated

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.8	Specify method payments. Payments shall be made within 30 days after acceptance and receipt of invoice
3.9	Specify price adjustments allowed. After 12 Months, guided by price Index (KNBS)
23.14	All Disputes will be resolved by Public Procurement Administrative Review Board and High Court of Kenya only
3.17	Laws of Kenya
3.18	The Chief Executive Officer Media Council of Kenya P.O Box 43132-00100- Email: tender@mediacouncil.or.ke
Other's as necessary	Complete as necessary

SECTION V – SCHEDULE OF REQUIREMENTS

Notes for preparing the schedule of requirements

The schedule of requirements for the services shall be included in the tender documents by MCK and shall cover at the minimum a description of the goods and services to be supplied and the delivery schedule.

The objectives of schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders efficiently and accurately, in particular, the price schedule, for which information is provided.

In addition, the schedule of requirements, together with the price schedule, should serve as a basis in the event of quantity variations at the time of award of contract pursuant to instructions to tenderers clause 26.

The date or period of delivery should be carefully specified, taking into account the date prescribed herein from which MCK delivery obligations start (notice of award).

This part includes deliverables under the contract

TECHNICAL SPECIFICATION

All bidders must meet 100% of the specifications listed below to proceed to financial evaluation.

SECTION VI DESCRIPTION OF GOODS

VC COMPONENTS

(1 Camera, 2 Mic pods, 2 Speakers, 1 Table hub, 1 Display hub, 1 remote control)

Item	Specification	Vendor Specification Response
CAMERA	Ultra-HD imaging system that supports: 4K, 1440p, 1080p, 900p, 720p, and SD at 30fps 1080p, 720p at 30fps and 60 fps Smooth motorized pan, tilt and zoom Pan: ±90° Tilt: +50° / -90° 15x HD zoom Diagonal: 90° Horizontal: 82.1° Vertical: 52.2 Autofocus 3 camera presets Kensington security slot Video mute/unmute LED indicator Standard tripod thread Lens parks at -90° in sleep mode for assured privacy	
MIC POD	Pickup range: 4.5m diameter Four omnidirectional microphones forming eight acoustic beams AEC (Acoustic Echo Cancellation) VAD (Voice Activity Detector) Background noise suppression Mute button with LED status indicator Captive 2.95m 12-pin cable Daisy chain up to 7 Rally Mic Pods Frequency response: 90Hz – 16kHz Sensitivity: >-27dB +/-1dB @ 1Pa Microphone data rate: 48 kHz	

Speaker	<p>High-performance 3" (76mm) driver with rare-earth magnet</p> <p>Suspension system that eliminates vibration-induced camera shake and audio interference</p> <p>Mini XLR cable for connecting to Rally Display Hub for both signal and power</p> <p>Speaker volume 95dB SPL @1W, 100dB SPL @7.5W, both +/- 2dB at ½ meter</p> <p>Sensitivity: 95+/-2dB SPL at ½ meter</p> <p>Distortion: 200Hz–300Hz < 2.5%, 300Hz–10kHz < 1%@7.5W</p> <p>Speaker sampling rate: 48 kHz</p>	
TABLE HUB	<p>Single CAT6A cable connection to Rally Display Hub</p> <p>Active speaker detection</p> <p>12 Pin connector for Rally Mic Pod</p> <p>HDMI Type A passthrough to Display Hub (x2)</p> <p>USB Type C</p> <p>USB Type A USB Type B</p> <p>RJ45</p> <p>Power input</p>	
DISPLAY HUB	<p>HDMI Type A (x2) (connects to displays)</p> <p>USB C (connects to Rally Camera)</p> <p>USB Type B (connects to meeting room computer)</p> <p>RJ45 (connects to Table Hub)</p> <p>Mini XLR (x2)</p> <p>Powers two Rally Speakers</p> <p>Power input</p>	
REMOTE CONTROL	<p>RF remote control</p> <p>CR2032 batteries</p>	
CABLES/POWER	<p>Camera to Display Hub</p> <p>2m USB 3.1 Type C to USB Type C 3.1</p> <p>Conference Room Computer to Display or Table Hub</p> <p>2m USB 3.1 Type A to USB Type B</p>	
ACCESSORIES	<p>MOUNTING KIT Rally Mounting Kit with cable retainers, and mounting brackets for camera, speaker, and hubs</p>	

SECTION VII- STANDARD FORMS

Notes on standard forms

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

SECTION VI - STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. Declaration form

1. FORM OF TENDER

MEDIA COUNCIL OF KENYA
P.O. Box 43132 – 00100
NAIROBI

Tender No: MCK/001/PROC/TENDER- 023/2020-2021

Tender Name: **SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF VIDEO
CONFERENCING EQUIPMENT**

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Video Conferencing Equipment under this tender in conformity with the said Tender document for the sum of Ksh:.....[Total Tender amount in words].....
.....
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide Video Conferencing Equipment in accordance with the conditions of the tender.
3. 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.
4. 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.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this day of..... 2019

.....
.....
[Signature] [In the capacity of]

Duly authorized to sign tender for and on behalf of

SCHEDULE OF PRICES

Name of Tenderer _____ Tender Number _____ . Delivery Date _____.

(Failure to indicate Delivery Date leads to automatic disqualification)

S/No.	Description	QTY	Unit Cost	Total Price	Brand Name	Indicate Country of Origin/Manufacturer
1.	VIDEO CONFERENCING COMPONENTS	6				
2.	Commissioning- Nairobi	2				
	Commissioning- Mombasa	1				
	Commissioning- Kisumu	1				
	Commissioning- Meru	1				
	Commissioning- Nakuru	1				
	Subtotal					
	VAT					
	Grand Total					

Signature of tenderer _____

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

CONTRACT FORM

THIS AGREEMENT made the ___day of _____20___between.....[name of procurement entity] of[country of Procurement entity](hereinafter called “MCK ”) of the one part and[name of tenderer] of[city and country of t tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS MCK invited tenders for **Video Conferencing Equipment**, and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by_____the _____(for MCK)

Signed, sealed, delivered by_____the _____(for the tenderer)

in the presence of_____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1: General:

1.1: Business Name

1.2: Location of business premises

1.3: Plot No.

1.4: Street/Road

1.5: Postal Address

1.6: Office Tel. No.

1.7: Mobile:.....

1.8: Fax No:.....

1.9: Email Address:.....

1.10: Nature of business:.....

1.11: Registration Certificate No.

1.12: Maximum value of business which you can handle at any one time Kshs.

1.13: Name of your bankers Branch

Part 2(a) – Sole Proprietor:

2a.1: Your name in full Age

2a.2: Nationality Country of origin

Citizenship details.....

Party 2(b) – Partnership

2b.1: Give details of partners as follows

2b.2: Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.
5.

Part 2(c) – Registered Company:

2c.1: Private or public

2c.2: State the nominal and issued capital of the company –

Nominal Kshs.. Issued Kshs.....

2c.3: Give details of all directors as follows

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

Date..... Signature of Tenderer

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

Part 3 – Eligibility Status

3.1 Are you related to an Employee who works in the Finance or Procurement Departments, or, is a member of the MCK Board?

Yes..... No:.....

3.2: If answer in ‘3.1’ is **YES** give the relationship:.....

3.3: Does an Employee as in “3.1” above, sit in the Board of Directors or Management of your Organisation Subsidiaries or Joint Ventures? Yes..... No.....

3.4: If answer in ‘3.3’ above is YES give details.....

.....
.....

3.5: Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by MCK to provide consulting services for preparation of design, specifications and other documents to be used for procurement or the goods or services under this invitation? Yes.....
No.....

3.6: If answer in ‘3.5’ above is YES give details.....

.....
.....

3.7: Are you under a declaration of ineligibility for corrupt and fraudulent practices?
Yes..... No.....

3.8: If answer in ‘3.7’ above is YES give details.....

.....
.....

3.9: Have you offered or given anything of value to influence the procurement process?
Yes..... No.....

3.10: If answer in ‘3.9’ above is YES give details.....

.....
.....

I DECLARE that the information given on this form is correct to the best of my knowledge and belief.

Date: Signature of Candidate:.....

If a Kenyan Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

TENDER-SECURING DECLARATION (MANDATORY)

Date: *[insert date (as day, month and year)]*

Tender No.: *[insert number of Tendering process]*

Alternative No.: *[insert identification No if this is a Tender for an alternative]*

To: *[insert complete name of Procuring Entity]*

We, the undersigned, declare that:

We understand that, according to your conditions, Tenders must be supported by a Tender Securing Declaration.

We accept that we will automatically be suspended from being eligible for Tendering in any contract with the Procuring Entity for the period of time determined by the Public Procurement Regulatory Authority, if we are in breach of our obligation(s) under the Tender conditions, because we;

- a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- b) Having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity,
 1. Fail or refuse to execute the Contract, if required, or
 2. Fail or refuse to furnish the Performance Security, in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of;

- 1) Our receipt of your notification to us of the name of the successful Tenderer; or
- 2) Thirty days after the expiration of our Tender.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Tender Securing Declaration]*

Name: *[insert complete name of person signing the Tender Securing Declaration]*

Duly authorized to sign the Tender for and on behalf of: *[insert complete name of Tenderer]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Corporate Seal/Stamp

SELF DECLARATION FORMS

(t.47)

FORM SD1

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

I,, of Post Office Box

being a resident of in the Republic of do hereby make a statement as follows:-

THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for(insert tender title/description) for MEDIA COUNCIL OF KENYA and duly authorized and competent to make this statement.

THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

..... :..... :.....

(Title)

(Signature)

(Date)

Bidder's Official Stamp

FORM SD2

SELF DECLARATION FORMS

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

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

THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for(insert tender title/description) for MEDIA COUNCIL OF KENYA and duly authorized and competent to make this statement.

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

THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of MEDIA COUNCIL OF KENYA.

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

THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

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

Bidder's Official Stamp

PUBLIC OF KENYA OF KENYA

IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT CHAPTER 15 OF THE LAWS OF KENYA AND IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT NO. 33 OF 2015

I ... of P.O Box.....Being a resident of..... in the Republic of Kenya do hereby make oath and state as follows:-

1. **THAT** I am the Chief Executive/Managing Director/Principal Officer/Director of..... (name of the Candidate) which is a Candidate in respect of Tender Number..... to supply goods, render services and/or carry out works for MCK and duly authorized and competent to make this Affidavit.

2. **THAT** the aforesaid Candidate has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of MCK, which is the procuring entity.

3. **THAT** the aforesaid Candidate, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of MCK.

4. **THAT** what is deponed to hereinabove is true to the best of my knowledge information and belief.

SWORN at..... by the said}

.....}

Name of chief Executive/Managing Director/}

Principal Officer/Director }

On this..... day of 2019}

}

} _____

} DEPONENT

Before me }

}

}

}

Commissioner for Oaths }