

**INTERNATIONAL DEVELOPMENT LAW ORGANIZATION
INVITATION TO BID**

Reference: **ITB KE-2022-040**

Date: **March 10, 2022**

Dear Sir/Madam,

The International Development Law Organization (IDLO) kindly invites your Company/Organization to submit a Bid for **ICT Equipment**. The full requirement is described in Annex C.

We also request that your Bid is submitted using the format specifically detailed in Annex D, E and F.

Bids submitted by email must be limited to a maximum of **10MB**, virus-free and no more than two email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

Bids shall be evaluated based on the criteria set in Annex B.

IDLO is not bound to accept any Bid, nor award a Contract, nor be responsible for any costs associated with a Bidder's preparation and submission of a Bid, regardless of the outcome or the manner of conducting the selection process.

IDLO encourages every prospective Supplier to avoid and prevent conflicts of interest, by disclosing to IDLO if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this Invitation to Bid (ITB).

By submitting a Bid in response to this information, Bidders are confirming acceptance of IDLO General Terms and Conditions for the Procurement of Goods or Services and IDLO Supplier Code of Conduct in full and; Payment Policy where payment is made within 30 days after delivery of service on presentation of complete and correct invoice.

This ITB consists of the following Annexes. Please be guided by these in preparing your Bid:

a.	Instructions to Bidders	Annex A
b.	Preliminary Screening Criteria	Annex B
c.	Terms of Reference (TOR)	Annex C
d.	Bid Submission Form	Annex D
e.	Bidder Information Form	Annex E
f.	Price Schedule	Annex F
g.	IDLO Special Conditions of Contract	Annex G
h.	IDLO General Terms and Conditions for the Procurement of Goods or Services and IDLO Supplier Code of Conduct	Annex H

For any questions/clarifications related to this ITB before Deadline for Submissions of Bid, please contact IDLO on tenders@idlo.int and mention **Clarification ITB KE-2022-040** in the subject section of your email.

Deadline for Submission of Proposals:
On or before **Date: March 28, 2022**
Time: 15:00 hours Rome, Italy local time.

Thank you and we look forward to receiving your Bid.

Sincerely yours,
International Development Law Organization | IDLO
Kenya Country Office

**ANNEX A
INSTRUCTIONS TO BIDDERS**

1. General Considerations	<p>In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.</p> <p>The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify IDLO.</p>
2. Cost of the Bid	<p>The Bidder shall bear all costs associated with the preparation and submission of the Bid.</p> <p>IDLO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.</p>
3. Currency of Bid	<p>Bids shall be nominated exclusively in Kenya Shillings.</p> <p><i>Note: Local Suppliers must comply with any applicable laws regarding doing business in other currencies</i></p>
4. Language of the Bid	<p>The Bid and all correspondences and documents relating to the Bid exchanged by the Bidder and IDLO shall be written in the English language.</p>
5. Deadline for Submissions of Bid	<p>The Bid shall be addressed to IDLO on or before Date: March 28, 2022 Time: 15:00 hours Rome, Italy local time.</p> <p><i>Note: Proposals submitted by email must be limited to a maximum of 10MB, virus-free and no more than two email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.</i></p>
6. Delivery Term and Place	<p>Goods will be delivered DAP within 10 weeks after PO/Contract signature to IDLO offices In Nairobi on Senteu Plaza, 3rd floor along Lenana road, Galana road junction.</p>
7. Customs clearance , if needed, shall be done by:	<p><input type="checkbox"/> IDLO <input checked="" type="checkbox"/> Supplier <input type="checkbox"/> N/A</p>
8. Special Packing Requirement or Temperature Control	<p><input checked="" type="checkbox"/> N/A <input type="checkbox"/> Yes</p>
9. Documents comprising the Bid	<p>The Bid shall comprise the following components:</p> <ol style="list-style-type: none"> 1. Bid Submission Form (see Annex D); 2. Bidder Information Form (see Annex E) 3. Price Schedule (Annex F)
10. Contents of solicitation documents	<p>The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation</p>

	Documents. Failure to comply with these documents will be at the Bidder's risk and will affect the evaluation of the Bid.
11. Clarification of solicitation documents	<p>A prospective Bidder requiring any clarification on this ITB may contact IDLO by email on tenders@idlo.int no later than 72 hours prior to the deadline for submission of Bids.</p> <p>Please mention Clarification ITB KE-2022-040 in the subject section of your email.</p> <p>Written copies of the organization's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that have received the Solicitation Documents or posted on IDLO website.</p> <p>Any delay in IDLO's response shall not be used as a reason for extending the deadline for submission, unless IDLO determines that such an extension is necessary and communicates a new deadline to all the Bidders.</p>
12. Amendments of solicitation documents	<p>At any time prior to the deadline for submission of Bids IDLO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Solicitation Documents by amendment.</p> <p>All prospective Bidders that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.</p> <p>In order to afford prospective Bidders reasonable time for taking the amendments into account and preparing their offers, the procuring IDLO entity may, at its discretion, extend the deadline for the submission of Bids.</p>
13. Format, signing sealing, marking and submission of Bids	<p>The Bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Bid.</p> <p>The Bid must be submitted using the format specifically detailed in Annex D, E and F.</p> <p>A Bid shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.</p> <p>Before the stipulated deadline, the Bidder shall send one email to the following e-mail address: tenders@idlo.int with the Subject: "Submission for ITB No. ITB KE-2022-040"</p>

14. Joint Venture, Consortium, or Association

If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between IDLO and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of IDLO.

The lead entity and the member entities of the JV, Consortium or Association shall abide by the requirement outlined in the following section in respect of submitting only one bid.

The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IDLO.

A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:

- a) Those that were undertaken together by the JV, Consortium or Association; and
- b) Those that were undertaken by the individual entities of the JV, Consortium or Association.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.

The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IDLO.

15. Only One Bid	<p>The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.</p> <p>Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this ITB; or d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this ITB process; e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; f) or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.
16. Late Bids	<p>Any Bid received by IDLO after the deadline for submission of Bids, pursuant to clause <i>Deadline for the submission of Bid</i>, will be rejected and sent back unopened or destroyed unopened if the return cannot be secured unless the Bid was sent by email but was not properly received due to issues in IDLO mailing system.</p>
17. Validity Period of Bids	<p>All Bids will be valid for 90 days from the deadline for submission of Bids. In exceptional circumstances IDLO may request the Bidders to extend the validity of the Bid beyond what has been initially indicated in this ITB. The Bidders shall be invited to confirm the extension in writing, without any modification whatsoever on the Bid. The Bidders may choose not to extend the validity period of the Bid upon request of IDLO.</p>
18. Modification and withdrawal of Bids	<p>The Bidder may modify/withdraw its Bid after the Bid's submission, provided that written notice of the withdrawal is received by IDLO prior to the deadline prescribed for submission of Bids.</p> <p>The Bidder's modification/withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause <i>Deadline for Submission of Bids</i>.</p> <p>No Bid may be modified nor withdrawn after the deadline for submission of Bids.</p> <p>No Bid may be modified/withdrawn in the Interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder in the Bid Submission Form.</p>

19. Amendment of the Bid	<p>At any time prior to the deadline of Bid submission, IDLO may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.</p> <p>If the amendment is substantial, IDLO may extend the Deadline for submission of bid to give the Bidders reasonable time to incorporate the amendment into their Bids.</p>
20. Bidders' conference	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Yes
21. Right to accept, reject, or render non-responsive any or all Bids	<p>IDLO reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to annul the solicitation process and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for IDLO's action. Furthermore, IDLO shall not be obliged to award the contract to the lowest priced offer.</p>
22. Clarification of Bids	<p>To assist in the examination, evaluation and comparison of Bids, IDLO may at its discretion ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing and no change in price or substance of the Bid shall be sought, offered or permitted.</p>
23. Evaluation of Eligibility and Qualification	<p>In general terms, Bidders that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> a) They are not included in IDLO Sanctions lists (EU, US, UN); b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required; d) They are able to comply fully with IDLO General Terms and Conditions of Contract and IDLO Supplier Code of Conduct; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients.
24. Price variation	<p>Bidders shall not vary their prices for any reason after the deadline of the tender and while the Bid is still valid.</p>
25. Preliminary Screening	<p>IDLO will screen the Bids' Annex D and E to determine whether they are complete, whether the documents have been properly signed, and whether the Bid is generally in order.</p>
26. Correction of errors	<p>In the event of a discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected</p>

	by IDLO. If the Bidder does not accept the final price based on IDLO's correction of errors, its Bid will be rejected.
27. Due Diligence	<p>IDLO reserves the right to undertake a due diligence exercise aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that IDLO may deem appropriate, at any stage within the selection process, prior to awarding the contract.
28. Responsiveness of Bid	<p>IDLO will determine the substantial responsiveness of each Bid to the ITB. For purposes of this Clause, a substantially responsive Bid is the one which materially conforms to the requirement of the tender and any mandatory terms contained in the Solicitation Documents.</p> <p>IDLO's determination of a Bid's responsiveness is based on the contents of the Bid itself without recourse to extrinsic evidence.</p>
29. Evaluation of Bid	All eligible Bids are assessed whether they are compliant, i.e., meet or exceed the specifications of the ITB
30. Right to Vary Requirements at the time of the Award	<p><input type="checkbox"/> N/A for Framework Agreement</p> <p><input checked="" type="checkbox"/> Yes - At the time of award of Contract, IDLO reserves the right to vary (increase or decrease) the quantity of goods by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.</p>
31. Contract Award	<p>Contract Award shall be granted according to:</p> <ul style="list-style-type: none"> a) Full submission of relevant documentation as per Preliminary Screening Criteria (Annex B); b) Full submission of Bid Submission Form (Annex D) signed and stamped; c) Full submission of Bidder Information Form (Annex E);

	<p>d) Full submission of Price Schedule (Annex F) signed and stamped;</p> <p>e) Lowest priced, most technically acceptable/compliant offer;</p>
32. Contract Signature	<p>Within five (5) calendar days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to IDLO. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, IDLO may award the Contract to the Second Ranked Bidder or call for new Bids.</p>
33. Debriefing	<p>In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from IDLO. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future bids for IDLO procurement opportunities. The content of other bids and how they compare to the Bidder's submission will not be discussed.</p>
34. Payment Terms	<p>IDLO will make payment within 30 days after satisfactory receipt of all goods and upon submission of the invoice by the Supplier.</p>
35. General Terms and Conditions and Supplier Code of Conduct	<p>Any Contract or Purchase Order that will be signed as a result of this ITB shall be subject to the IDLO's General Terms and Conditions and Supplier Code of Conduct attached as Annex H.</p> <p>The mere act of submission of a Bid implies that the Bidder accepts both Annexes in full.</p>
36. Liquidated Damages	<p><input type="checkbox"/> N/A</p> <p><input checked="" type="checkbox"/> Yes - For late delivery of <u>Goods</u>, IDLO shall be entitled to claim liquidated damages from the Contractor in accordance with Article 23 of the General Terms and Conditions.</p> <p>Liquidated damages for inferior quality or non-conformance of specifications of Goods will be assessed on a case-by-case basis in accordance with the severity of the problem as determined solely by IDLO. The application of this liquidated damages provision shall not relieve the Contractor of its obligations or liabilities pursuant to this Contract.</p>
37. Partial Bid	<p><input checked="" type="checkbox"/> Not permitted (All or Nothing)</p> <p><input type="checkbox"/> Permitted</p>

**ANNEX B
PRELIMINARY SCREENING CRITERIA**

A. MINIMUM ELIGIBILITY CRITERIA

Subject	Criteria	Document Submission Requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Certificate of Incorporation/Registration
Tax Revenue	Vendor is registered with pertinent country's revenue authority.	Valid Tax Compliance Certificate
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB Annex A Clause 22.	Self-Attestation Letter
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Self-Attestation Letter
Bankruptcy	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Self-Attestation Letter
Certificates and Licenses	<ul style="list-style-type: none"> • Duly authorized to act as Agent on behalf of the Manufacturer • Quality Certificates for the Goods • Brochures 	Manufacturer's Authorization Letter of the Company as a Sales Agent for all the hardware and software of the brand Bidder will quote
		ISO Quality Certificate for Goods
		Copy of Product Catalogues / Brochures (Product Data Sheets) attesting compliance to Technical Requirements; OR provision of link to Manufacturer's website showing the Product Data Sheet; and Provision of Item Serial Numbers to be counter-checked upon delivery
		Statement Letter whether any import or export licenses are required in respect of goods to be purchased including any restrictions on the country of origin, use/dual use nature of goods or services

Capacity to Deliver	Delivery Lead Time	Confirmation of Delivery within 10 weeks from PO/Contract signature
Warranty	Provide proof of warranty as per the specifications provided	Proof of Warranty as indicated for each category

B. QUALIFICATION CRITERIA

QUALIFICATION	Criteria	Document Submission Requirement
Previous Experience	<p>Minimum 3 contracts of similar value, nature and complexity implemented over the last 5 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Three (3) copies of LPO/Contract for the supply of similar products in the last five (5) years.
Financial Standing	<p>Minimum average annual turnover of EUR 50,000 for the last 2 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p> <p>Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability by submitting an audited financial statements (balance sheets, including all related notes, and income statements) for the last 2 years</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Audited Statements for years 2019 and 2020

ANNEX C TECHNICAL SPECIFICATIONS

A. About IDLO

The International Development Law Organization (IDLO) is an intergovernmental organization exclusively devoted to promoting the rule of law. Established in 1983, IDLO works to enable governments and empower people to reform laws and strengthen institutions to promote peace, justice, sustainable development and economic opportunity. Its programs, research and policy advocacy cover the spectrum of rule of law from peace and institution building to social development and economic recovery in countries emerging from conflict and striving towards democracy.

The Assembly of Parties is IDLO's highest decision-making body. It is composed of Representatives of all Member Parties, which have joined the Establishment Agreement of IDLO. IDLO currently has 37 Member Parties.

IDLO has its Headquarters in Rome, a Branch Office in The Hague, Liaison Offices for the United Nations in New York and Geneva, and Country Offices in Afghanistan, Armenia, the Bahamas, Burkina Faso, Honduras, Indonesia, Kenya, Kyrgyzstan, Jordan, Liberia, Mali, Mexico, Moldova, Mongolia, Myanmar, Niger, the Philippines, Somalia, Tunisia, Uganda and Ukraine.

The work of IDLO is sustained by a dynamic, diverse, multinational and multicultural workforce, comprised of over 400 employees plus additional personnel in the non-employee category such as consultants and interns. About one fourth of the IDLO workforce is based in its Headquarters in Rome, while the rest are spread across the globe in our Branch and Country offices.

B. Background

The Kenyan Commercial Justice System has undergone a broad reform process since the re-classification of Kenya as a middle-income country. Improved effectiveness and efficiency of Commercial Justice Systems in the management of commercial disputes. This is by increasing the capacity of Kenya to enhance private sector confidence in commercial justice sector institutions as a means to attract local and international investments and therefore, ensure a quick post-COVID-19 economic recovery, and; to enhance enforcement of contracts through effective and efficient Commercial Disputes Resolution.

The equipment under this procurement will support the services to be provided by Commercial Courts in the Judiciary of Kenya.

C. Condition of Contract and Expected Output

This ITB is for supply of ICT equipment meeting the below indicative Minimum Specifications. Bidders must meet or exceed these specifications. The delivery of the equipment includes delivery and provision of all accessories of the equipment as requested.

Minimum Technical Specification

Lot 1 – Desktop Computer

		KEY DESCRIPTION	MINIMUM SPECIFICATIONS
1	Processor Type	Processor	Intel Core i5 Quad Core 2.4 GHz 8th Generation
2	Memory	Installed RAM	8 GB DDR4
3	Hard Drive	Capacity	1 TB SATA
4	Optical Drives	DVD	DVD + -RW Dual Layer Blu-ray
5	Input Devices	Keyboard	QWERTY USB Standard English
		Mouse	USB Optical Mouse
6	Output Devices	Speaker	Inbuilt Stereo Speakers
		Audio In/Out	Headphone Mini jack
		Mic	Dual Microphone
7	Monitor	Monitor Screen	24 Inch LED Backlit VGA
		Ports	VGA,HDMI
8	Display Port	Graphics	Intel HD Graphics 2GB
9	Operating System	OS Type	Windows 10 Professional 64 Licensed to Judiciary and activated
10	Softwares	MS Office	MS Office Suite 2019 Licensed to Judiciary and activated(Perpetual)
		PDF Reader	Adobe Reader
11	Technical Feature	Expandability	Card
		Ports	4 x USB 3.0,1 x HDMI,1 x VGA,DVI
		Form Factor	SFF
		Language	English (UK)
12	Communication	Network	1 x NIC RJ45, 10/100/1000
13	Power	Ratings	220 - 240 V
		Power Cable	UK Standard (Three pin plug)
14	Warranty	Labour and parts	3 Years Warranty

Lot 2: Bulk Scanner Minimum

	Equipment	Description	Minimum Specifications	
1	Bulk Scanner	Functional Specifications		
		Image Sensor Type		Color CCD (Charge-coupled device) x 3 (front x 1, back x 1, Flatbed x 1)
		Light Source		White LED Array x 6 (front x 2, back x 2, Flatbed x 2)
		Multifeed Detection		Ultrasonic multi-feed detection sensor, Paper detection sensor
		Optical Resolution		600 dpi
		Output resolution ⁽¹⁾		50 to 600 dpi (adjustable by 1 dpi increments), 1,200 dpi (driver) ⁽²⁾
		Color (24-bit)		
		Grayscale (8-bit)		
		Monochrome		
		Output format		Color: 24-bit, Grayscale: 8-bit, Monochrome: 1-bit
Internal Video Processing		4,096 levels (12-bit)		
Image Processing Functions		Multi image output, Automatic color detection, Blank page detection, Dynamic threshold (iDTC), Advanced DTC, SDTC, Error diffusion, De-Screen, Emphasis, Halftone, Dropout color (None / Red / Green / Blue / White / Saturation / Custom), sRGB output, Hole punch removal, Index tab cropping, Split image, De-Skew, Edge correction, Vertical streaks reduction, Cropping, Dither, Static threshold, Divide Long Page		
Scanning Speed ⁽³⁾ (A4 Landscape)	ADF	Color ⁽⁴⁾ Grayscale ⁽⁴⁾ Monochrome ⁽⁵⁾	Simplex: 100 ppm, Duplex: 200 ipm (200 dpi / 300 dpi)	

Equipment	Description		Minimum Specifications
		Flatbed Color ⁽⁴⁾ Grayscale ⁽⁴⁾ Monochrome ⁽⁵⁾	0.6 Seconds (200 dpi / 300 dpi)
	Scanning Speed ⁽³⁾ (A4 Portrait)	ADF Color ⁽⁴⁾ Grayscale ⁽⁴⁾ Monochrome ⁽⁵⁾	Simplex: 80 ppm, Duplex: 160 ipm (200 dpi / 300 dpi)
		Flatbed Color ⁽⁴⁾ Grayscale ⁽⁴⁾ Monochrome ⁽⁵⁾	0.9 Seconds (200 dpi / 300 dpi)
	Paper chute capacity (A4 Landscape) ⁽⁶⁾		300 Sheets (A4: 80 g/m ² or 20 lb.)
	Expected Daily Volume		44,000 Sheets
	Background Colors	ADF	White / Black (switching with command available)
		Flatbed	White (switching to optional black available)
	Document Size	Minimum	50.8 mm x 69 mm (2 in. x 2.72 in.)
		Maximum	304.8 mm x 431.8 mm (12 in. x 17 in.)
		Long page scanning ⁽⁷⁾ (Maximum)	304.8 mm x 5,588 mm (12 in. x 220 in.)
		Flatbed (Maximum)	304.8 mm x 457.2 mm (12 in. x 18 in.)
	Paper Weight (Thickness) ⁽⁸⁾	Paper	20 to 413 g/m ² (5.3 to 110 lb.), A8 size: 128 to 209 g/m ² (34 to 56 lb)
		Plastic Card	Up to 1.4 mm ⁽⁹⁾
	Interface		USB 3.1 Gen1 / USB 3.0 / USB 2.0 / USB 1.1

	Equipment	Description	Minimum Specifications	
		Minimum PC Specification	CPU: Intel® Core i5 2400S @ 2.5Ghz Memory: 4.0GB OS:Windows® 7 SP1 (32-bit)	
		Physical Specifications		
		Power Requirements	100 to 240 VAC ± 10 %	
		Power Consumption	Operating: 64 W or less, Sleep mode: 1.7 W or less, Auto Standby(OFF) mode: Less than 0.35 W	
		Dimensions (WxDxH) ⁽¹⁰⁾	706 mm x 500 mm x 345 mm (27.8 in. x 19.7 in. x 13.6 in.)	
		Weight	35 kg (77.2 lb.) or less	
		Environmental Compatibility	ENERGY STAR® / RoHS	
		Operating Environment	Temperature	5 °C to 35 °C (41 °F to 95 °F)
			Relative Humidity	20 % - 80 % (non-condensing)
		Included Items	ADF paper chute, AC cable, AC adapter, USB cable, Setup DVD-ROM	
		Included Software / Drivers	Manufacturers Scanner Applications and Drivers for the Scanner Unit in a setup DVD-ROM.	
		Refer to Table 3 below for detailed specifications	Professional Scanning Software Specifications.	
		Supported Operating Systems	Windows® 10 (32-bit/64-bit), Windows® 8.1 (32-bit/64-bit), Windows® 7 (32-bit/64-bit), Windows Server® 2019 (64-bit), Windows Server® 2016 (64-bit), Windows Server® 2012 R2 (64-bit), Windows Server® 2012 (64-bit), Windows Server® 2008 R2 (64-bit), Windows Server® 2008 (32-bit/64-bit)	

Lot 3: Bulk Scanning Software - (One software but with 14 licences)

		Description	Minimum Specifications	
1	Scanning Software	Product	Professional Scanning Software	
		Recommended for these Scanners	Compatible with the scanner supplied above	
		Licensing	Perpetual	
		Key Features		
		File Output	PDF, PDF/A, PDF with OCR, TIFF(Single / Multi-page), JPEG, JPEG2000, BMP	
		Optical Character Recognition	Yes (Japanese, English, French, German, Italian, Spanish, Portuguese, Russian, Simplified Chinese, Traditional Chinese, Korean, Turkey, and Arabic)	
		Driver Support	PaperStream IP TWAIN	
		Batch Scan	Profile Editor Settings (Name rule, Linking, etc), Batch lock, & Hotkey setting	
		Editing	Rotate, page movement, and page deletion	
		PDF Insertion	PDF compliant with ISO32000-1	
		Batch Suspend and Review	Yes	
		Display	Multipage View and Thumb Nails All-In-One view	
		Linkage	SharePoint® Server to 2007, 2010, 2013 and 2016, SharePoint Online, Office 365, FileSystem, Other App - launch an external application, FTP, SFTP, FTPS	

		Description	Minimum Specifications
		Barcode (1 Dimensional)	UPC-A/EAN/JAN, Code 3 of 9, Code 128/EAN128, Codabar (NW7), ITF
		Barcode (2 Dimensional)	PDF417, QR Code, Data Matrix, Aztec Code for departmental scanners and above
		Indexing	Preset data (date, time, file name, page number, manual Key From Image (KFI), Zonal OCR, Rubberband OCR, Barcodes, Database Lookup, System Data), Custom data to XML, CSV, Unicode TXT, or CMIS
		System Requirements	
		Operating System	Windows® 10 32-bit/64-bit Windows® 8.1 32-bit/64-bit Windows® 7 32-bit/64-bit (SP1 or later) Windows Server® 2016 64-bit Windows Server® 2012 64-bit / 2012 R2 64-bit Windows Server® 2008 32- bit/64-bit / 2008 R2 64-bit
		CPU	Intel® Core 2 Duo 2.33 GHz or higher *Recommended: Intel® Core™ i5 (2.5GHz or higher, except for mobile)
		Memory	2GB or more *Recommended: 4GB or more
		Disk	10GB or more *Enough disk capacity is necessary for the saved file when scanning.
		Display	1024 x 768 Pixels or more

		Description	Minimum Specifications
		Maintenance	Atleast 1 year Maintenance Contract from the manufacturer with free software updates.

Lot 4: Bar Code Scanner

		DESCRIPTION	REQUIREMENT
1.	Brand Name		Blovedream or equivalent
2.	Style		Handheld Computer
3.	Screen Size		5.5 inch
4.	Processor type	Processor	QUARD-Core 2.0GHz
5.	Memory		16 MB
6.	ROM		2+16 GB
7.	Communication		2G/3G/4G/WIFI/BLUETOOTH
8.	GPS		Built-in GPS
9.	Camera		Rear 8.0M Pixels
10.	Operating system		Android OS
11.	Keywords		Rugged android thermal ticket and label printer
12.	Language		Support Multiple Languages
13.	Proof of Purchase	Proof of Purchase	Must provide proof of purchase from a Local Authorized dealer
14.	Warranty		1yr Manufacturers warranty (Provide proof from local distributor)

Lot 5: UPS

		Minimum Specifications
1.	Device Type	UPS
2.	Description	1500VA Self-Standing UPS
3.	Max Configurable Power (Watts)	1.2kWatts / 1.5kVA
4.	Output Frequency (sync to mains)	50/60 Hz +/- 3 Hz Sync to mains
5.	Waveform type	Sine wave
6.	Input frequency	50/60 Hz +/- 3 Hz Auto-sensing
7.	Nominal Input Voltage	230V
8.	Input voltage range for main operations	151 - 302 Adjustable, 160 - 286V
9.	Battery type	Maintenance free sealed Lead-acid battery, leak-proof
10.	Typical recharge time	3hour(s)
11.	Expected Battery Life (years)	3 - 5
12.	Battery Volt-Amp-Hour Capacity	311
13.	Interface Port(s)	SmartSlot, USB
14.	Control panel	Multifunction LCD status and control console
15.	Audible Alarm	Alarm when on battery: distinctive low battery alarm: overload continuous tone alarm
16.	Surge energy rating	645Joules
17.	Voltage tolerances	161 V ±4% (selecting wide mode) -276 V ±4%
18.	Protection	Normal Mode: overload (110% for 3 minutes) Battery Mode: overload (110% for 30 seconds); short-circuit protected
19.	Sockets	8 (10 A) x IEC 320

		Minimum Specifications
20.	Communication	DB-9 RS-232 , SmartSlot
21.	Dimensions (W x D x H) [mm]	432 x 490 x 89 mm
22.	Weight	24.82 kg
23.	Form factor	Tower (Self Standing)
24.	Accessories	<ul style="list-style-type: none"> • Power Cables
25.	Manufacturer's Warranty	3 years electronics; 2 years battery warranty (Electronics and Battery)

D. Delivery Timelines

The Goods must be delivered within **10 weeks** from the date of PO signature.

**ANNEX D
BID SUBMISSION FORM**

(This Form must be submitted using the Supplier's Official Letterhead/Stationery in the format specified below)

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Goods for **[INSERT AMOUNT OF MONEY AND CURRENCY]** as may be ascertained in accordance with the Price Schedule (Annex F) attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Bid for a period of 90 days from the date fixed for opening of Bids in the Invitation to Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We hereby accept the IDLO's General Terms and Conditions in full and Payment Policy of payment within 30 days after delivery of service on presentation of complete and correct invoice.

We understand that you are not bound to accept any Bid you may receive.

Company/Organization: _____

Name: _____

Title: _____

Date: **Select date**

Signature: _____

Duly authorized to sign this Bid

**ANNEX E
BIDDER INFORMATION FORM**

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	ITB KE-2022-040		
Legal name of Bidder	[Complete]		
Legal address	[Complete]		
Year of registration	[Complete]		
Bidder's Authorized Representative Information	Name: [Complete] Title: [Complete] Telephone numbers: [Complete] Email: [Complete]		
Are you an IDLO vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert IDLO vendor number]		
Countries of operation	[Complete]		
No. of full-time employees	[Complete]		
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]		
Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]		
Contact person that IDLO may contact for requests for clarifications during Bid evaluation	Name: [Complete] Title: [Complete] Telephone numbers: [Complete] Email: [Complete]		
Please attach the following documents: As per Annex B – Preliminary Screening Criteria	Certificate of Incorporation/Registration		
	Valid Tax Compliance Certificate		
	Self-Attestation Letter- Eligibility, Litigation history and Bankruptcy		
	Manufacturer's Authorization Letter of the Company as a Sales Agent for all the hardware and software of the brand Bidder will quote		
	ISO Quality Certificate for Goods		



	Copy of Product Catalogues / Brochures (Product Data Sheets) attesting compliance to Technical Requirements; OR provision of link to Manufacturer's website showing the Product Data Sheet; and Provision of Item Serial Numbers to be counter-checked upon delivery
	Statement Letter whether any import or export licenses are required in respect of goods to be purchased including any restrictions on the country of origin, use/dual use nature of goods or services
	Confirmation of Delivery within 10 weeks from PO/Contract signature
	Proof of Warranty as indicated for each category
	Three (3) copies of LPO/Contract for the supply of similar products in the last five (5) years.
	Audited Statements for years 2019 and 2020

ANNEX F

PRICE SCHEDULE

The items quoted in the below Price Schedule must be in compliance with the technical specifications listed in Lot 1 to Lot 5 on annex C.

Table 1: Offer to Supply Goods Compliant with Technical Specifications and Requirements

Lot	Item Name	Description	Unit of Measure	Quantity	Compliance with Technical Specifications in Annex C	Unit rate in KES	Total Amount in KES Inclusive of <u>ALL</u> applicable taxes
Lot 1:	Desktop computers	<i>As per Annex C part C</i>	EA	14	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply. Alternative specification offered (please attach)		
Lot 2:	Bulk Scanners	<i>As per Annex C part C</i>	EA	4	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply. Alternative specification offered (please attach)		
Lot 3:	Bulk scanning software	<i>As per Annex C part C</i>	EA	One software with 14 licences for the 14 desktops	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply. Alternative specification offered (please attach)		
Lot 4:	Barcode scanner	<i>As per Annex C part C</i>	EA	4	<input type="checkbox"/> Comply		

Lot	Item Name	Description	Unit of Measure	Quantity	Compliance with Technical Specifications in Annex C	Unit rate in KES	Total Amount in KES Inclusive of <u>ALL</u> applicable taxes
					<input type="checkbox"/> Not Comply. Alternative specification offered (please attach)		
Lot 5:	UPS	<i>As per Annex C part C</i>	EA	14	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply. Alternative specification offered (please attach)		
Total Cost of Goods							
Freight							
Insurance							
Customs Clearance							
Other Charges (please specify)							
Taxes/ VAT (__ %) (if applicable)							
Grand Total inclusive all costs and taxes							

Table 2: Compliance to lead time and warranties

Other Information	Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Delivery Lead Time of 10 weeks from date of contract signature			
Warranties			
Lot 1: 3 Years Warranty on labour and parts			
Lot 2: 3 years warranty			
Lot 3: 3 years warranty			
Lot 4: 1 year free warranty (Provide proof from local Android Distributor)			
Lot 5: 3 years electronics; 2 years battery warranty (Electronics and Battery)			

<p>Name, position and signature of the Bidder</p> <hr/> <p><i>Duly authorised to sign this Bid</i></p> <p>Date:</p>	<p>Bidder's Stamp</p>
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ANNEX G
IDLO SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement and/or amend the IDLO General Terms and Conditions for the Procurement of **Goods**. Whenever there is a conflict, the provisions of the Special Conditions of Contract shall prevail over those in IDLO General Terms and Conditions for the Procurement of **Goods**.

Place of delivery	IDLO Kenya Country Office on Senteu Plaza, 3rd floor, Lenana road, Galana road junction, Nairobi, Kenya
Delivery date	Goods shall be delivered within 10 weeks from PO/Contract signature
Payment terms	IDLO will process payment within 30 days after satisfactory receipt of all goods/ provision of services and upon receipt of the complete and correct invoice by the service provider.
Warranty	<input checked="" type="checkbox"/> Warranty on Parts and Labour for minimum period Indicated on annex F

ANNEX H
IDLO GENERAL TERMS AND CONDITIONS FOR THE PROCUREMENT OF GOODS OR SERVICES
AND
IDLO SUPPLIER CODE OF CONDUCT

Any proposal submission will imply the unconditional acceptance of IDLO General Terms and Conditions for Goods and Services and adherence to the Supplier Code of Conduct.

The documents are available on IDLO Procurement Website:

https://www.idlo.int/sites/default/files/documents/general_terms_and_conditions_for_goods_august_2020.pdf

https://www.idlo.int/sites/default/files/documents/general_terms_and_conditions_for_services_august_2020.pdf

<https://www.idlo.int/sites/default/files/documents/idlo-supplier-code-of-conduct.pdf>