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TENDER NO. CBK/56/2018-2019

**TENDER FOR SUPPLY, DELIVERY, INSTALLATION, TESTING,
COMMISSIONING & MAINTENANCE OF DELEGATE
CONFERENCE SYSTEM FOR KENYA SCHOOL OF MONETARY
STUDIES (KSMS).**

CLOSING DATE: 12th APRIL, 2019 AT 10. 30A.M.

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SECTION I: - INVITATION TO TENDER

1. The Central Bank of Kenya invites bidders to submit sealed tenders from eligible firms to tender for supply, delivery, installation, commissioning, testing, & maintenance of delegate conference system for Kenya School of Monetary Studies (KSMS).
2. Further information as pertains to this tender may be obtained during working hours (Monday to Friday) between 9:00am and 5:00pm using the following address: **Ag. Director, General Services Department, Central Bank of Kenya, Haile Selassie Avenue, Nairobi, Tel: +25420 2861000/2860000, Email: supplies@centralbank.go.ke**
3. A complete set of tender document containing detailed information may be obtained at no cost from Central Bank of Kenya website www.centralbank.go.ke or Public Procurement Information Portal (PPIP) www.tenders.go.ke. Bidders who download the tender document are advised to sign a tender register at Procurement Division, along Haile Selassie Avenue, General Services Department on 5th Floor CBK building or email their contact address using email: supplies@centralbank.go.ke before the tender closing date.
4. Prices quoted should be inclusive of all taxes and delivery costs and must be expressed in Kenya shillings and shall remain valid for a period of **120 days** from the closing date of the tender.
5. A **Tender Security of Kshs. 50,000.00** is required for this tender with validity period of at least **150 days** from the date of tender opening.
6. Bidders are requested to attend a Pre-Bid meeting on **2nd April, 2019 at 10.30am** Local time at the Kenya School of Monetary Studies. Register your attendance with Procurement Office at the Kenya School of Monetary Studies.
7. Completed Tender Documents in plain sealed envelopes **marked with the tender number and title** should be deposited in the **Green Tender Box No. 3** located at the **main entrance to the CBK Building** on Haile Selassie Avenue before **12th April, 2019 at 10.30am**.
8. Tenders will be opened immediately thereafter i.e. on **12th April, 2019 at 10.30am** in the presence of the tenderers representatives who may choose to attend the opening at the **Central Bank of Kenya Head Office, GSD Conference Room on 5th Floor**.

Ag. DIRECTOR, GENERAL SERVICES DEPARTMENT.

GUIDELINES IN PREPARATION OF BID DOCUMENT

In preparing the bid document in response to the tender, bidders are advised to note the following:

1. **Section I – Invitation to Tender.** This section gives guidelines on how and where to seek further clarification pertaining to the tender document; the form and amount of Tender Security required; where and when the tenders should be submitted; and place where tenders will be opened.
2. **Section II – Instruction to Tenderers.** This section guides tenderers basically on how to prepare their bid and how the tendering process will be carried out up to the award stage including notification of award to the successful bidder. “Appendix to Instruction to Tenderers” customizes clauses under Section II. Wherever there is a conflict between the provisions of the Instructions to Tenderers under Section II and the provisions of the appendix, the provisions of the appendix prevail.
3. **Section III -Evaluation Criteria:** This gives information on how the tender will be evaluated. Tenderers should be able to evaluate their bids before submission to determine in advance whether they meet the requirement of the bid or not. Through the evaluation criteria bidders will be able to note all the required documents that should be attached to the bid document.

Checklist of Document Forming the Bid Document:

No.	Documents forming part of the bid	Remarks
1	The main sections of the tender document that includes Section I – Invitation to Tender; Section II – Instruction to Tenderers, including Appendix to Instruction to Tenderers; and section III – General Conditions of the Contract, including Special Conditions of Contract	These Sections remain as they are in the tender document.
2	Copy of Certificate of Incorporation or Business Registration Certificate	
3	Provide copy of the company’s current Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA) valid at least up to the tender closing date.	
4	Bidders are requested to attend a Pre-Bid meeting on 21st March, 2019 at 10.30am Local time at the Kenya School of Monetary Studies. Register your attendance with Procurement Office at the Kenya School of Monetary Studies(KSMS).	
5	A Tender Security of Kshs. 50,000.00 is required for this tender with validity period of at least 150 days from the date of tender opening.	
6	Financial proposal containing priced schedules.	
7	Duly filled and signed Form of Tender in the format provided in the tender document	
8	Dully filled and signed Confidential Business Questionnaire in the form or format provided in the tender document	
9	Audited financial accounts for 2017 and 2018 signed and stamped by both Auditors and Directors.	
10	Bid document to be serialized/paginated on all pages and bound	

11	Copy of documentary evidence that the company is authorised by the Manufacturer of the systems and all accompanying components specific to this tender	

SECTION I: - INVITATION TO TENDER

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SECTION II: - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The Bank's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Bank to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2. Eligible Goods

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

2.3. Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender and the Bank will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4. The Tender Document

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

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

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

2.5 Clarification of Documents

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

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

2.6 Amendment of Documents

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

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

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

2.7. Language of Tender

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

2.8. Documents Comprising of Tender

- 2.8.1. The tender prepared by the tenderers shall comprise the following components;
- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
 - (b) Documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) Documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
 - (d) Tender security furnished in accordance with paragraph 2.14

2.9. Tender Forms

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

2.10. Tender Prices

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract.
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.10.4 The validity period of the tender shall be 120 days from the date of opening of the tender.

2.11. Tender Currencies

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

2.12. Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 2.1. the tenderer shall furnish, as part of its tender, documents establishing the tenderer's eligibility to tender and Its qualifications to perform the contract if its tender is accepted.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Central Bank of Kenya satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to The Central Bank of Kenya satisfaction;

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

2.13. Goods Eligibility and Conformity to Tender Documents

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

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

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

- (a) A detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc. necessary for the proper and continuing functioning

of the goods for a period of two (2) years, following commencement of the use of the goods by the Bank; and

- (c) a clause-by-clause commentary on The Central Bank of Kenya Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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

2.14. Tender Security

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

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

2.14.3 The tender security is required to protect the Bank against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7.

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Bank and valid for thirty (30) days beyond the validity of the tender.

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

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

2.14.7 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.

2.14.8 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity specified by the Bank on the Tender Form; or
- (b) In the case of a successful tenderer, if the tenderer fails:
 - (i) To sign the contract in accordance with paragraph 2.29 or
 - (ii) To furnish performance security in accordance with paragraph 2.30.

2.15. Validity of Tenders

2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to tender after the date of tender opening prescribed by the Bank, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Bank as non-responsive.

2.15.2 In exceptional circumstances, the Bank may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16. Format and Signing of Tender

2.16.1 The 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.

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

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

2.17. Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes shall:

- (a) Be addressed to the Bank at the address given in the Invitation to Tender:

- (b) Bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE unless it is by tender opening committee.

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

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

2.18. Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Bank at the address specified under paragraph 2.17.2 no later than the date, time and place stated in the Invitation to tender.

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

2.19. Modification and Withdrawal of Tenders

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

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

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7.

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

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

2.20. Opening of Tenders

- 2.20.1 The Bank will open all tenders in the presence of tenderers' representatives who choose to attend, at the time, date and place stated in the invitation to tender and in the location specified in the Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.20.2. The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.3. The Bank will prepare minutes of the tender opening.

2.21. Clarification of Tenders

- 2.21.1. To assist in the examination, evaluation and comparison of tenders the Bank may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.21.2. Any effort by the tenderer to influence the Bank in the Bank's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer's tender.

2.22. Preliminary Examination

- 2.22.1 The Bank will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail.
- 2.22.3 The Bank may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

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

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

2.23. Conversion to Single Currency

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

2.24. Evaluation and Comparison of Tenders

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

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

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

2.25. Preference

2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15%.

2.26. Contacting the Bank

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

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

2.27. Award of Contract

a) Post-qualification

- 2.27.1 In the absence of pre-qualification, the Bank will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Bank deems necessary and appropriate.
- 2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Bank will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

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

c) Procuring entity's Right to Vary quantities

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

d) The Bank's Right to Accept or Reject Any or All Tenders

- 2.27.6 The Bank reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Bank's action.

2.28. Notification of Award

- 2.28.1 Prior to the expiration of the period of tender validity, the Bank will notify the successful tenderer in writing that its tender has been accepted.
- 2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties.
- 2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.30, the Bank will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14.

2.29. Signing of Contract

- 2.29.1 At the same time as the Bank notifies the successful tenderer that its tender has been accepted, the Bank will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Bank.

2.30. Performance Security

- 2.30.1 Within Thirty (30) days of the receipt of notification of award from the Bank, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Bank.
- 2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.29 or paragraph 2.30 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Bank may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31. Corrupt or Fraudulent Practices

- 2.31.1 The Bank requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition;
- 2.31.2 The Bank 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.

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

APPENDIX TO INSTRUCTIONS TO TENDERERS

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

Instructions to Tenderers Reference	Particulars of Appendix to Instructions to Tenders
2.1.1	The tender is open to professional delegate conference supplier firms with requisite ability to deliver on the all technical specifications indicated in this tender document.
2.2.2	The Tender document are to be downloaded from the PPIP website or the Central Bank of Kenya website at no cost
2.10.1	All Prices to be quoted in Kenya Shillings.
2.12	Tenders must be accompanied by a Tender Security of Kshs. 50,000.00 valid for 150 days in the format provided in this tender document.
2.13.1	Tender shall remain valid for 120 days after the date of tender opening prescribed in the tender notice.
2.14.1 & 2.15.1	Only one " ORIGINAL " tender document will be submitted
2.17.1(b)	The sealed envelopes shall bear the tender number and name in the Invitation to Tender and the words "DO NOT OPEN unless by the tender opening committee on the date, time and place indicated in the invitation to tender.
2.18.1	Tenders to be received not later than 12th April, 2019 at 10:30 A.M
2.20.2	The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way.
2.27.1	Performance security shall be 5% of the total contract amount.

SECTION III - EVALUATION CRITERIA

The received tenders will be evaluated in four stages as detailed below:

Stage 1: Compliance with Mandatory Requirements;

Stage 2: Compliance with Technical requirements specifications.

Stage 3: The Technical Evaluation (Capacity to Deliver the Service)

Stage 4: The Financial Evaluation (quoted prices)

STAGE 1: MANDATORY REQUIREMENTS (MR) TO QUALIFY

NO	REQUIREMENTS	APPLICANT'S RESPONSE
MR1	Provide documentary evidence of the company's valid Certificate of incorporation.	
MR2	Provide copy of the company's current Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA) Valid up to the date of tender opening.	
MR3	Submit a completed company's profile using the Confidential Business questionnaire format attached	
MR4	Provide original bid bond (Tender Security) of Kshs. 50,000.00 with validity period of at least 150 days from the date of tender opening.	
MR5	Provide certified audited accounts for the last two consecutive financial years (2017 and 2018) signed and stamped by the directors and auditors	
MR6	Provide proof of authorization & Support by the equipment manufacturer to sell/service the product in Kenya inclusive of software license. Letter Must be specific to this tender.	
MR7	Compliance to all technical specifications as outlined in section VI. None compliance or partial compliance with any of the technical requirements will lead to automatic disqualification	

Bidders will only be progressed to technical evaluation if and only if they meet all the mandatory requirements as set in Stage 1

Stage 2: The Technical Evaluation (Capacity to Deliver the Service)

	Evaluation Attributes	Weighting Score	Max Score %	Tenderers response
T1	Number of years in of business supplying Audio Visual, integrated communication and related systems or equivalent.	• 5 Years and above: 15% • Others prorated at: $\frac{\text{No. of years} \times 15}{5}$	15	
T2	Technical Personnel in Audio Visual, integrated communication or equivalent To score bidders must provide detailed CVs / Academic / Professional Certification with a minimum of Diploma in Electrical / Audio Visual, communication or equivalent	• 4 or more Technicians 15% • Others prorated at: $\frac{\text{No. of Tech} \times 15}{4}$	15	
T3	Provide a list of at least 4 corporate clients where similar system or equivalent has been successfully installed in the last 5 years. To score bidders must attach sign-off certificate or signed letter confirming successful installation for each reference site. NB: The bank may conduct due diligence	• 4 or more clients: 40% • Others prorated at: $\frac{\text{No. of client's} \times 40}{4}$	40	
T5	Methodology Provide a detailed work plan and methodology on how the bidder intends to execute and manage the contract if awarded		10	
T7	Financial Stability (a) Profitability Margin*	A margin above 10% will score 10 marks; 5 - 9 % 6 marks, 1-4% 3mark and below 1% Nil marks	10	
	b) Liquidity Ratio**	2:1 – 10 marks; 1:1 – 6 marks; 0.5:1- 3 marks; less than 0.5 no mark	10	
TOTAL			100%	

Only bidders who **score 75% and above** on the Technical Evaluation will qualify for Financial Evaluation.

Note:

*Profitability Margin = $\frac{\text{EBIT (Earnings Before Interest \& taxes)}}{\text{Gross Revenue/Sales}}$

**Liquidity ratio = Current ratio = $\frac{\text{Current Assets}}{\text{Current Liabilities}}$

Stage 3: Financial Evaluation

Bidders who score above 75% on the technical will be progressed to Financial evaluation stage

Stage 4: Recommendation.

The lowest evaluated bidders as at stage 3 above will be recommended for award of the tender to supply, delivery, installation, commissioning, testing & maintenance of delegate conference system for Kenya School of Monetary Studies (KSMS) tender Number **CBK/56/2018-2019**.

SECTION IV: - GENERAL CONDITIONS OF CONTRACT

4.1. Definitions

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

- (a) “The Contract” means the agreement entered into between the Bank 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 Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Bank under the Contract.
- (d) “The Bank/Procurement entity” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

4.2. Application

4.2.1 These General Conditions shall apply in all Contracts made by the Bank for the procurement installation and commissioning of equipment.

4.3. Country of Origin

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

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

4.4. Standards

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

4.5. Use of Contract Documents and Information

4.5.1 The tenderer shall not, without The Central Bank of Kenya prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

4.5.2 The tenderer shall not, without The Central Bank of Kenya prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above.

4.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Bank and shall be returned (all copies) to the Bank on completion of the Tenderer's performance under the Contract if so required by the Bank.

4.6. Patent Rights

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

4.7. Performance Security

4.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Bank the performance security in the amount specified in Special Conditions of Contract.

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

4.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Bank and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Bank, in the form provided in the tender documents.

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

4.8. Inspection and Tests

4.8.1 The Bank or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Bank shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

4.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Bank.

4.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Bank may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Bank.

4.8.4 The Central Bank of Kenya right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Bank or its representative prior to the equipment delivery.

4.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

4.9. Packing

4.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

4.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

4.10. Delivery and Documents

4.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Bank in its Schedule of Requirements and the Special Conditions of Contract.

4.11. Insurance

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

4.12. Payment

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

4.12.2 Payments shall be made promptly by the Bank as specified in the contract.

4.13. Prices

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

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

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

4.13.4. Price variation request shall be processed by the Bank within 30 days of receiving the request.

4.14. Assignment

3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with The Central Bank of Kenya prior written consent.

4.15. Subcontracts

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

4.16. Termination for default

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

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

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

4.17. Liquidated Damages

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

4.18. Resolution of Disputes

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

4.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

4.19. Language and Law

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

4.20. Force Majeure

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

SECTION V: - SPECIAL CONDITIONS OF CONTRACT

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

5.2 Special conditions of contract as relates to the GCC

General conditions of contract reference	Special conditions of contract
.1.1 (b)	The contract price will be in Kenya Shillings.
3.1.1 (C)	The Services to be provided is supply, delivery, installation, commissioning, testing & maintenance of delegate conference system for Kenya School of Monetary Studies (KSMS)
3.1.1 (d)	The Procuring Entity is Central Bank of Kenya, P. O. Box 60000 – 00200, Nairobi
3.6	Successful bidder shall be required to provide a performance bond of 5% of the contract sum in the form provided in this tender document
3.8	Terms and Conditions of Payment Payment shall be made to the service provider within one month following the completion of the project evidenced by signed certificate of installation and receipt of the invoice.
3.9	No price adjustments will be allowed
3.11	The Bank may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the tenderer, terminate the contract in whole or in part: (a) if the tenderer fails to provide any or all of the services within the period(s) specified in the contract, or within any extension thereof granted by the Bank. (b) if the tenderer fails to perform any other obligation(s) under the contract. (c) If the tenderer, in the judgment of the CBK Pension Fund has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
3.14	Dispute Settlement If both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to a court of law
3.16	The laws of Kenya shall apply
3.17	For purposes of this contract “Force Majeure” means an event which is beyond the reasonable control of a party and which makes – Party’s performance of its obligations under the Contract

	impossible or so impractical as to be considered impossible under the circumstances. No Breach of Contract The failure of a party to fulfil any of its obligations under the contract shall not be considered to be a breach of or default under, this contract in so far as such inability arises from an event of Force Majeure. Payments during force majeure During the period of an event of Force Majeure the successful bidder shall be paid only for work successfully done in accordance with the provisions of the Contract.
3.18	The address to be used for purposes of notices will be: The Ag. Director, General Services Department, Central Bank of Kenya, P.o. Box 60000 – 00200, Nairobi. Email: supplies@centralbank.go.ke
	Obligations of the Valuer The Bidder shall perform the services and carry out their obligations with due diligence, efficiency and shall observe sound management practices. The Bidder shall always act as faithful adviser to the Bank and shall be liable to the Bank for any loss or damage suffered by the Bank arising from breach by the bidder of this Clause.

SECTION V: PRICE SCHEDULE OF SERVICES

Description	Unit cost	Total cost tax inclusive
Supply, delivery, installation, commissioning, testing, & maintenance of delegate conference system for Kenya School of Monetary Studies (KSMS).		
Total Cost		

SECTION VI: - TECHNICAL REQUIREMENTS

7.1. General

- 7.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc. for the products they intend to supply.
- 7.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 7.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The Bank reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 7.1.4 The tenderers are requested to present information along with their offers as follows:
- Shortest possible delivery period of each product
 - Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

Conference Delegate System with Language Translation and Voting (wireless) for E-CONFERENCE - 1set

A set of up to 100 delegates (50 shared delegate units) required. Please give an itemized list of components and attach Brochures and detailed spec sheet and manuals for the proposed equipment.

Required System Features	Vendor Response	Complied (Yes/No)	Comments
Scope			
• This specification covers the provision, installation and maintenance of 100 delegates Wireless Conference System that includes specified functions for chairman and delegate participation and voting. • It also covers simultaneous interpretation on a minimum of 2 separate language channels plus the floor language			
System Overview			

Required System Features	Vendor Response	Complied (Yes/No)	Comments
• The conference system shall provide digital signal processing and transmission of all audio signals via a wireless network system. • It shall be low susceptible for mobile phones GSM signal. • It shall provide versatility, high audio quality, data transmission security and simplicity of installation and operation.			
• The conference system shall be suitable for situations from small, informal gatherings up to international multi-lingual congresses up to 2 languages and floor.			
• The range of conference system products shall include wireless central control devices, simultaneous interpretation and language distribution equipment, and batteries including chargers. • This range shall be complemented by external equipment such as public address system which shall be fully compatible and easily integrated into the wireless conference system.			
• Signal transmission and processing shall be by means of advanced digital-audio technology. This advanced digital-audio technology shall result in high-level audio performance with no losses in signal quality or level during transmission. • There shall be virtually no background noise, interference, crosstalk or distortion.			
The conference system shall provide three main functions that facilitate the progress of conferences: • The conference system shall provide full facilities for sound management, including speech input by delegates, chairman and other participants, and the amplification and relaying of speech to all participants,			

Required System Features	Vendor Response	Complied (Yes/No)	Comments
under the control of the conference chairman. • Electronic voting, which allows delegates to enter votes discreetly on the individual control devices shall be possible, together with automatic vote totaling and presentation of the results to a chairman display or hall display. • The conference system shall provide facilities for simultaneous interpretation. These shall include facilities for relaying the floor language to interpreters' booths, and for distributing the interpreted language(s) and the floor language to delegates requiring them.			
• The system shall be simple and logical to operate by all personnel concerned as well as by delegates, interpreters, chairmen and operators, and shall comply with accepted professional standards and practices for all the functions provided.			
System Functions			
The conference system in its most complete configuration shall provide all of the following functions by means of purpose built professional equipment: ▪ controlling delegate unit microphones either fully automatically or manually by the chairman ▪ registering a delegate's request-to-speak, and automatic handling of the waiting list by means of a queuing procedure, with display of participants speaking and delegates on the waiting list on a hall display ▪ electronic voting by delegates with facilities for secret or open voting and computing and display of results on a hall display or chairman's console			

Required System Features	Vendor Response	Complied (Yes/No)	Comments
- controlling and distributing simultaneous interpretations in 2 different languages plus the original floor language, with language channel allocations under the control of the system operator - providing interpretation facilities that meet commonly accepted professional standards, and comply with the relevant ISO and IEC standards - making certain facilities available to other external systems for special purposes including public address			
Compliance			
- The conference system shall comply with all applicable regulations and standards for equipment of this type, and especially with the ISO 2603 standard for interpretation equipment and IEC 60914 minimum requirements for congress equipment. - In addition, the system shall comply with all applicable international, national and local regulations for the design, construction and installation of electrical equipment.			
System Configuration			
The conference system shall be an integrated wireless modular configuration, with some or all of the following system components and with capacity for a chairman, 100 delegates (shared delegate units), and 2 interpreters: - a control position comprising a Central Control Unit - interpreter positions with facilities for speech, incoming language selection and outgoing language channel selection - interpreter booths for two interpreters			

Required System Features	Vendor Response	Complied (Yes/No)	Comments
▪ Delegate positions with language distribution facilities, headphones, loudspeakers, etc. ▪ display facilities with hall displays ▪ interface facilities for external devices and systems such as a public address system			
Equipment			
CENTRAL CONTROL UNIT - Quantity 1			
Should be rack mountable device that will provide all audio processing and signal handling required for the delegate audio system with the following hardware specifications. ▪ Dual branch looping ▪ HOT SWAP functionality ▪ Built-in power supply with temperature controlled fan ▪ Push-scroll button ▪ Reset button ▪ Headphone output ▪ 4 powered conference network ports ▪ 2 unpowered conference network ports ▪ Output power to externally feed units ▪ 1 Balanced audio input (XLR) ▪ 1 Balanced audio output (XLR) ▪ 2 Unbalanced audio inputs (cinch) ▪ 2 Unbalanced audio outputs (cinch) ▪ 1 LAN configuration port ▪ 2 USB 2.0 ports			
WIRELESS DELEGATE VOTING UNIT - Quantity 50			
The delegate units should have the following specifications: ▪ Three voting buttons ▪ LED voting result display			

Required System Features	Vendor Response	Complied (Yes/No)	Comments
▪ Built-in high quality loudspeaker which is automatically muted when the microphone is active, to prevent acoustic feedback. ▪ Microphone On/Off or request-to-speak button with two signaling LEDs ▪ Two headphone outputs ▪ One headphone volume adjustment ▪ Two 3.5 mm jack plugs for headphones ▪ Battery pack connection ▪ Screw lock socket to connect removable microphone ▪ It should have a built in RFID card reader for identification and authentication of the delegate. ▪ The vendor should provide the appropriate discussion and voting control software			
Pluggable microphone - Quantity 51			
▪ The units should come with fully flexible 40cm removable gooseneck microphones with bi-colour LED ring indication (red / green) which are immune against GSM disturbances. ▪ The light ring should light up red when active and green when in request.			
Interpreter Headphones - Quantity 2			
▪ Wide frequency range ▪ Ultra lightweight ▪ Wide adjustment range ▪ Soft headband ▪ Easy to sanitize			
Delegate Headphones - Quantity 51			
▪ Excellent intelligibility and speech reproduction ▪ Ultra lightweight			

Required System Features	Vendor Response	Complied (Yes/No)	Comments
▪ Adjustable headband ▪ Swiveling ear pads ▪ Comfortable wear ▪ Replaceable soft ear pads (1000 pcs) ▪ Stereo 3.5 mm angled jack			
Interpreter booths - Quantity 2			
▪ The interpretation system shall be installed in two translation booths and a language Interpretation desk with two interpreter microphones set up in each booth.			
Batteries - Quantity 51			
The units should come with a removable Lithium-ion battery pack with following features: ▪ Red battery status LED 4 h remaining: 1 Hz blinking 2h remaining: 2 Hz blinking 1h remaining : 4 Hz blinking			
BATTERY CHARGING TRAY - Quantity 24			
▪ The vendor should provide a rack mountable battery charging tray for 6 battery packs			
WIRELESS CONFERENCE ACCESS POINT - Quantity 1			
▪ The AP should have a range of 30m ▪ The AP should have a spectrum scanner to detect interference sources and identify free frequencies thus has a reliable link. It should have an analog input and output in order to easily connect the wireless conference system to: ▪ a room audio system ▪ a video conferencing system (mix-minus or N-1 function to prevent feedback) ▪ a mixing desk			

Required System Features	Vendor Response	Complied (Yes/No)	Comments
▪ a recording device ▪ other audio sources			
WIRELESS CHAIRMAN VOTING UNIT - Quantity 1			
The Chairman's unit should have the following specifications: ▪ Three voting buttons ▪ OLED voting result display ▪ Voting session control buttons ▪ OLED display for voting session control ▪ Priority and next-in-line button ▪ Built-in high quality loudspeaker which is automatically muted when the microphone is active, to prevent acoustic feedback. ▪ Microphone On/Off or request-to-speak button with two signaling LEDs ▪ Two headphone outputs ▪ One headphone volume adjustment ▪ Two 3.5 mm jack plugs for headphones ▪ Battery pack connection ▪ Screw lock socket to connect removable microphone			
MEETING CONFIDENTIALITY			
▪ To prevent eavesdropping and unauthorized access, the system should support AES encryption			
DELEGATE IDENTIFICATION AND AUTHORIZATION CARDS - Quantity 51			
▪ The system should be configured to have a Security Access Card Reader using NFC technology with Authentication Software for Meeting Management. ▪ The software should manage delegate registration, identification and voting authorization.			

Required System Features	Vendor Response	Complied (Yes/No)	Comments
▪ The system should be offered with Blank contactless identification cards compatible with the NFC Card Reader			
RECORDING AND TRANSCRIPTION			
▪ The delegate system should be capable of recording conference floor audio and timestamp the audio using a multichannel recording and transcription software on a standard PC in WAV or MP3 formats. ▪ It should be capable of recording up to 8 channels of analog audio simultaneously.			
ADVANCED AUDIO ROUTING			
▪ It should be possible to configure advanced audio routings between several inputs and outputs e.g. network interface, auxiliary, microphone using an intuitive user interface.			
CONFERENCE SOFTWARE			
▪ The system should be delivered with client-server based software for setting up, controlling and administering the meetings. ▪ A HP Z240 software installation PC should be included.			
ACCESSORIES			
▪ The vendor shall provide all the necessary cabling and accessories to successfully install and commission the conference delegate system. ▪ Well cushioned flute case to accommodate the delegate units, microphones and related accessories. ▪ This sound range shall be complemented by external equipment such as loudspeakers which shall be fully compatible and easily integrated into the conference system. (4 sleek finish wall column speakers required)			
PORTABLE WIRELESS AUDIO TRANSCIEVER (WAT) SYSTEM - Quantity 25			

Required System Features	Vendor Response	Complied (Yes/No)	Comments
▪ Should be compatible with the above specs for the wireless delegate units			
▪ Should consist of a 2 audio transmitter with a set of 25 receivers each.			
▪ Each receiver should have one 3.5 jack headphone and a pair of spare soft head bands.			
▪ It should be perfectly suitable for international conferences requiring multi-language translation support.			
▪ Integrated rechargeable Lithium battery, only 4 hours charging time or chargeable batteries and both solutions with charging box.			
▪ Easy to use battery chargers			
▪ LCD display for battery power, channel, volume.			
▪ UHF and 2.4GHz for international free frequency license			
▪ Back with belt clamp for easy carrying.			
PARAMETERS			
WAVE BAND			
▪ 794-806MHZ, 863-865MHZ,902-915MHZ, 2.4GHZ			
No. of channels			
▪ 100 for UHF (15 work simultaneously at one location), 83 for 2.4GHz			
Distance			
▪ 150 m for UHF (open ground/without interference), 50-80 m for 2.4GHz			
Sensitivity			
▪ -110 dBm			
Output Power			

Required System Features	Vendor Response	Complied (Yes/No)	Comments
▪ 10 dBm			
S/N ratio			
▪ >60 db			
Input (transmitter)			
▪ microphone/audio			
Output(receiver)			
▪ earphone/audio (3.5mm)			
Power supply			
▪ 3.7 V Rechargeable Lithium battery			
Dimension			
▪ 50mm x 65mm x 17mm			
Weight			
▪ 50 grams including rechargeable Lithium battery			

SECTION VII: - STANDARD FORMS

Notes on the standard Forms

- 7.1. **Form of Tender** -The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
- 7.2 **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
- 7.3 **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
- 7.4 **Tender Security**: The tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3
- 7.5 **Performance security Form** -The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
- 7.6 **Letter of Notification of Award** -This form should not be completed by the tenderer at the time of submitting the tender.
- 7.7 **Form RB 1** -This form should not be completed by the tenderer at the time of submitting the tender.
- 7.8 **Declaration Form** -This form must be completed by the tenderer at the time of submitting the tender.

8.1 FORM OF TENDER

To:
Name and address of procuring entity

Date: _____

Tender No.
Tender Name

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 Valuation Services under this tender in conformity with the said Tender document for the sum of

.....
..... [Total Tender amount in words and figures]

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

2. We undertake, if our Tender is accepted, to provide the Valuation Services 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 _____ 2017

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

8.2 FORM OF CONTRACT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)
Signed, sealed, delivered by _____ the _____ (for the tenderer in the
presence of _____)

8.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 – General

Business Name

Location of business premises; Country/Town.....

Plot No..... Street/Road

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

Nature of Business.....

Current Trade Licence No..... Expiring date.....

Maximum value of business which you can handle at any time: K. pound.....

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietor

Your name in full..... Age.....

Nationality..... Country of Origin.....

*Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
1.....			
2.....			
3.....			

Part 2(c) – Registered Company:

Private or public.....

State the nominal and issued capital of the Company-

Nominal Kshs.....

Issued Kshs.....

Give details of all directors as follows:

Name in full . Nationality. Citizenship Details*. Shares.

1.
.....
2.
.....
3.
.....
4.
.....

Part 2(d) – Interest in the Firm:

Is there any person / persons in(Name of Employer) who has interest in this firm? Yes/No.....(Delete as necessary)

I certify that the information given above is correct.

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

* Attach proof of citizenship

8.4 TENDER SECURITY FORM

Whereas [name of the tenderer] (hereinafter called "the tenderer") has submitted its tender dated..... [date of submission of tender] for the provision of [name and/or description of the services] (hereinafter called "the Tenderer")

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

Of.....having registered office at [name of procuring entity] (hereinafter called "the Bank") are bound unto..... [name of procuring entity] (hereinafter called "the procuring entity") in the sum of for which payment well and truly to be made to the said Procuring entity, the CBK Pension Fund binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said CBK Pension Fund this_____ day of 20_____.

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

- (a) fails or refuses to execute the Contract Form, if required; or
- (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the CBK Pension Fund not later than the above date.

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

To:
[Name of procuring entity]

WHEREAS [name of tenderer]
(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20 _____
_____ to provide [description of services] (Hereinafter called "the Contract")

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of
[amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum of money within the limits of [Amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 ____

(i) Signature and seal of the Guarantors

[Name of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

8.6 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

8.7 FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO..... OF.....20.....

BETWEEN

..... APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender
No.....of20...

REQUEST FOR REVIEW

I/We....., the above named Applicant(s), of address: Physical
address..... Fax No.....Tel. No..... Email, hereby request the
Public Procurement Administrative Review Board to review the whole/part of the
above mentioned decision on the following grounds, namely: -

- 1.
- 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: 1.
2.
etc

SIGNED (Applicant)

Dated on..... day of/ ...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
..... day of20.....

SIGNED Board Secretary

8.8 DECLARATION FORM

To _____ Date _____

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

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

Title Signature Date

(To be signed by authorized representative and officially stamped)