

**BANKI
KUU YA
KENYA**



**CENTRAL
BANK OF
KENYA**

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TENDER DOCUMENT

**TENDER FOR SUPPLY, DELIVERY, INSTALLATION, TESTING
AND COMPREHENSIVE MAINTENANCE OF GYM EQUIPMENT
TO CENTRAL BANK OF KENYA KISUMU BRANCH AND KENYA
SCHOOL OF MONETARY STUDIES**

TENDER NO. CBK/18/2018-2019

CLOSING DATE: 20TH FEBRUARY, 2019 AT 10:30 A.M

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 upto 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. **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	Bidders 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	Copy of tax compliance certificate valid at least upto the date of tender opening	
4	Copy of manufacturers authorization of the equipment quoted	
5	A Tender Security of KSh. 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. (Prices quoted to be inclusive of all taxes)	
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	Provide ALL ITEMS detailed in T1 – T4	
10	Bid document to be serialized/paginated on all pages and bound	

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SECTION I: INVITATION TO TENDER

1. The Central Bank of Kenya invites shortlisted bidders to submit sealed tenders from eligible firms for **Supply, Delivery, Installation, Testing, and Comprehensive Maintenance of Gym Equipment for Kisumu Branch and Kenya School of Monetary Studies.**
2. Further information as pertains to this tender may be obtained during working hours (Monday to Friday) between 9:00 am and 5:00 pm using the following address: **Ag. Director, General Services Department, Central Bank of Kenya, Haile Selassie Avenue, Nairobi, Tel: +254 20 2861000/2860000, Email: supplies@centralbank.go.ke**
3. A complete set of tender document containing detailed information may be downloaded from the PPIP website: www.tenders.go.ke OR Central Bank of Kenya website: www.centralbank.go.ke at no cost. Bidders who download the tender document are advised to sign a tender register at Procurement Division on 5th Floor CBK Building or email their contact address using the 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 KSh. 50,000.00** is required for this tender with validity period of at least 150 days from the date of tender opening.
6. 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 **20th February, 2019 at 10.30am.**
7. Tenders will be opened immediately thereafter, i.e. on **20th February 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.**
8. Bidders are required to serialize all the pages of the bid document submitted including any addendum, appendixes and attachments.

Ag. DIRECTOR, GENERAL SERVICES DEPARTMENT

SECTION II: INSTRUCTIONS TO TENDERERS

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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 procuring entity'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 Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

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

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs. 1,000/=
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance 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 Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

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

2.6 Amendment of Documents

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

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

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

2.7 Language of Tender

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

2.8 Documents Comprising of Tender

- 2.8.1 The tender prepared by the tenderers shall comprise the following components
- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
 - (b) documentary evidence established in accordance with paragraph 2.1 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 60 days from the date of opening of the tender.

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications

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

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

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

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

2.13 Goods Eligibility and Conformity to Tender Documents

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

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

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

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

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

2.14 Tender Security

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

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

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

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 Procuring entity and valid for thirty (30) days beyond the validity of the tender.

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

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

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29 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 procuring entity on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 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 120 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.

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

2.16 Format and Signing of Tender

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

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

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

2.17 Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the Invitation to Tender:

(b) bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," (Wednesday, 20th February, 2019 at 10.30am)

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

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

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than (Wednesday, 20th February, 2019 at 10.30am).

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

2.19 Modification and Withdrawal of Tenders

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

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

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

- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.8
- 2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

- 2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at (the place 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 Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.3 The Procuring entity will prepare minutes of the tender opening.

2.21 Clarification of Tenders

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

2.22 Preliminary Examination

- 2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

- 2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and 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 Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.24 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non conformity.

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

- 2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Preference

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

2.26 Contacting the Procuring entity

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

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

2.27 Award of Contract

(a) Post-qualification

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

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

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

(b) Award Criteria

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

(c) Procuring entity's Right to Vary quantities

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

(d) Procuring Entity's Right to Accept or Reject any or all Tenders

2.27.6 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or

tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action

2.28 Notification of Award

- 2.28.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties
- 2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

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

2.30 Performance Security

- 2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.29.3 or paragraph 2.30 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

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

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

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

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 eligible tenderers are firms dealing in gym equipment
2.3.2	Tender document shall be downloaded from PPIP website or CBK website at no cost
2.11.1	All Prices to be quoted in Kenya Shillings.
2.14.1	A Tender Security of KSh. 50,000.00 is required for this tender with validity period of at least 150 days from the date of tender opening.
2.15.1	Tender shall remain valid for 120 days after the date of tender opening.
2.16.1	Only one “ ORIGINAL TENDER DOCUMENT ” will be submitted.
2.17.2(b)	The outer envelopes shall bear the tender number and name in the Invitation to Tender and the words “ DO NOT OPEN BEFORE Wednesday, 20th February, 2019 at 10.30am ”
2.18.1	Tenders to be received not later than Wednesday, 20th February, 2019 at 10.30am
2.20.1	The place of opening is as indicated in the tender document
2.30.1	No Performance security shall be required

EVALUATION CRITERIA

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

1. Stage 1: Compliance with Mandatory Requirements
2. Stage 2: Compliance with Technical Specifications as provided in section VI.
3. Stage 3: Compliance with Technical Requirements on Capacity to Deliver the contract
4. Stage 4: The Financial Evaluation

Stage 1: Mandatory Requirements (MR)

The following mandatory requirements must be met notwithstanding other requirements in the document:

No	Requirements	Tenderers Response
MR 1	Provide documentary evidence of the company's Certificate of Incorporation / Business Registration Certificate	
MR 2	Provide copy of the company's Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA) valid at least up-to the date of tender opening	
MR 3	Provide manufacturers authorization of the main equipment quoted	
MR 4	Submit a completed company's profile using the Confidential Business questionnaire format attached signed and stamped.	
MR 5	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.	

Bidders complying with all the above Mandatory Requirements will proceed to the second stage of technical evaluation on equipment specification.

Stage 2: Evaluation on Technical specification on equipment specification;

Bidders meeting all the Mandatory Requirements will be subjected to technical evaluation on equipment specifications to determine whether the item quoted meets technical specifications given in **Section VI** of this document. Bidders meeting the technical specifications will be progressed to stage 3 of the Technical Evaluation on Capacity to deliver the contract.

Stage 3: Technical Evaluation on Capacity to Deliver the Contract

Tenderers meeting the technical specification of any of the item in stage two will have their bids subjected to Technical Evaluation on capacity to deliver the equipment based on technical parameters given in the table below.

	Evaluation Attribute	Weighting Score	Max Score %	Tenderer's Response
T1	Number of years in the business for supply of gym equipment	• Each year to earn 4marks upto a max. of 20 marks	20	
T2	Provide a list of at least 4 corporate clients and contact information references to which the company has supplied similar items in the last five (5) years (attach copies of LPOs/LSOs /contracts)	• Each client to earn 10 marks upto a max. of 40marks	40	
T3	Provide a list of at least three technicians/ engineers in the company qualified in installation of Gym equipment. Tenderers MUST attach CVs and copies of relevant educational and professional certificates.	• 10 marks for each qualified staff upto a maximum of 30 marks	30	
T4	Delivery Period	Delivery period upto one month – 10 marks Delivery period above one month upto two months – 10 marks Delivery period above two month – 0 marks	10	
	Total		100	

Bidders scoring 75% and above at this stage will proceed to the final stage of financial evaluation.

Stage 4: FINANCIAL EVALUATION

Bidder scoring 75% and above in stage three will be subjected to financial evaluation. The financial evaluation will involve checking of arithmetic errors completeness of the bid. The lowest evaluated bidder for each item will be recommended for consideration of award.

SECTION III: GENERAL CONDITIONS OF CONTRACT

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3.1 Definitions

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

- (a) "The Contract" means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the 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 Procuring entity under the Contract.
- (d) "The Procuring entity" means the organization purchasing the Goods under this Contract.
- (e) "The Tenderer" means the individual or firm supplying the Goods under this Contract.

3.2 Application

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

3.3 Country of Origin

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

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

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

3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

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

3.6 Patent Rights

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

3.7 Performance Security

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

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

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

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

3.8 Inspection and Tests

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

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to

drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

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

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

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

3.9 Packing

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

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

3.10 Delivery and Documents

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

3.11 Insurance

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

3.12 Payment

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

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

3.13 Prices

- 3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

3.14. Assignment

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

3.15 Subcontracts

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

3.16 Termination for default

- 3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part
- (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
 - (b) if the tenderer fails to perform any other obligation(s) under the Contract
 - (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- 3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

- 3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract
- 3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

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

3.20 Force Majeure

- 3.20.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that 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 IV: SPECIAL CONDITIONS OF CONTRACT

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.

Special conditions of contract as relates to the GCC

Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.1 (b)	The contract price will be in Kenya Shillings
3.1 (C)	The goods to be supplied are gym equipment
3.1 (d)	The procuring entity is Central Bank of Kenya, P. O. Box 60000 – 00200, Nairobi
3.7	Performance security of 5% shall be required for this tender
3.10	a) Delivery and installation of the equipment shall be made by the bidder to Central Bank of Kenya Kisumu Branch and Kenya School of Monetary Studies b) Upon delivery and installation of the equipment, the bidder shall notify the Bank and forward the following documents to the Bank: (i) Copies of the supplier invoice showing equipment description, quantity, unit price, total amount and Local Purchase Order number (LPO). (ii) Delivery note giving details as (a) above. (iii). Delivery Times: Deliveries shall not be made after 3.00 PM
3.12	The method and conditions of payment to the bidder under this contract shall be as follows: (i) payment for the equipment shall be made in Kenya shillings upon certified deliveries (ii) there shall be no advance payment under this contract (iii) Payment will be made by the Bank, within thirty (30) days after submission of an invoice and a statement or claim by the bidder.
3.13.1	No price adjustments will be allowed unless under exceptional circumstances and upon approval by the Bank
3.18	If both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred to a court of law of competent jurisdiction in Kenya
3.19	The laws of Kenya shall apply

SECTION V: SCHEDULE OF REQUIREMENTS AND PRICES

LOT 1 - Supply, Delivery, Installation, Testing, and Comprehensive Maintenance of Gym Equipment for Central Bank of Kenya Kisumu Branch

No.	Item description	Qty	Unit cost (Ksh) VAT Incl.	Maintenance Cost for 3 Years	Total cost (Ksh) VAT Incl.
1.	Treadmill	1			
2.	Cross Trainer	1			
3.	Upright Bike	1			
4.	Rower	1			
5.	Power Plate	1			
6.	BOSU Balls plus pumps	10			
7	Kettle Bells of 2 kgs	1 pair			
	Kettle Bells of 4 kgs	1 pair			
	Kettle Bells of 6kgs	1 pair			
	Kettle Bells of 8 kgs	1 pair			
	Kettle Bells of 10 kgs	1 pair			
	Total Cost for item No. 7				
8	Ankle weights 4 kgs	4 pairs			
	Ankle weights 6 kgs	4 pairs			
	Total Cost for item No. 8				
9.	Triceps Rope	2			
10.	Back Support Belt	1			
11.	V-Bar handle	1			
Grand Total Cost in Kshs. VAT Incl Lot 1					

Note: i). Award of the item will be to the lowest bidder in each item. However, bidders quoting for item Nos. 7 and 8 will be required to quote for all the items as the award of this items will be to the bidder with the lowest total cost of the respective items;

ii) Successful bidders shall be required to maintain the equipment awarded that require maintenance for a period of one (1) year under warranty. Thereafter, the bidder will be required to service and maintain the equipment for a period of three years after the one year warranty period. The cost of maintaining the equipment should therefore be quoted separately for the respective items and added to the cost of each specific item;

iii). Delivery point of the items under lot 1 will be Central Bank of Kenya, Kisumu Branch in Kisumu.

iv). Bidders are required to attach brochures of the items quoted

LOT 2 - Supply, Delivery, Installation, Testing, and Comprehensive Maintenance of Gym Equipment for Kenya School of Monetary Studies

Item No.	Description	Qty	Unit	Unit Cost (Kshs) Vat Incl.	Maintenance Cost for 3Years	Total Cost (Kshs) Vat Incl.
1	Treadmill	10	No.			
2	Cross trainer	4	No.			
3	Recumbent Bike	5	No.			
4	Upright Bike	5	No			
5	Staircase master machine	4	No			
6	Rowing machine	4	No			
7	Lat pull-down machine	3	No			
8	5-Stack Multi-station	2	No.			
9	Decline / adjustable bench	5	No.			
10	Multi-adjustable bench	4	No.			
11	Flat bench	2	No.			
12	Twin tier barbell rack	4	No.			
13	Exercise Floor leather mats	40	No			
14	Multi Press	2	No.			
15	Dual adjustable Pulley	2	No.			
16	Aerobic Steps	40	No			
17	6mm thick mirrors of size 2400 x 1200mm	10	No.			

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST (Kshs)	Maintenance Cost for 3Years	TOTAL COST (Kshs)
18	Dumbbells - 1 KG	10	No.			
19	Dumbbells -2 KG	20	No.			
20	Dumbbells -4 KG	10	No.			
21	Dumbbells -8 KG	10	No.			
22	Dumbbells -10 KG	8	No.			
23	Dumbbells -12 KG	8	No.			
24	Dumbbells -16 KG	8	No.			
25	Dumbbells -20 KG	4	No.			
26	Dumbbells -25 KG	4	No.			
27	Dumbbells -30 KG	4	No.			
28	Dumbbells -40 KG	4	No.			
29	Medicine Balls (Rubber) -4 KG	6	No.			
30	Medicine Balls (Rubber) -8 KG	6	No.			
31	Medicine Balls (Rubber) -10 KG	6	No.			
32	Medicine Balls (Rubber) -12 KG	6	No.			
33	Medicine Balls (Rubber) -15 KG	6	No.			
34	Resistance bands.	20	No.			
35	Weight lifting gloves	30	Pairs			
36	Weight lifting leather belts	10	No			
37	Skipping ropes with weight (leather)	30	No			
38	Weight straps	20	No			
39	Olympic Bars -Straight bars	4	No.			
40	Olympic Bars - Z-bars	2	No.			
41	Olympic Bars -Oval bars	2	No.			
42	Swiss Balls -Rough balls	10	No.			
43	Swiss Balls -Smooth balls	10	No.			
	GRAND TOTAL (KSHS) VAT INCL. FOR LOT 2					

Notes: i). Successful bidders shall be required to maintain the equipment awarded that require maintenance for a period of one (1) year under warranty. Thereafter, the bidder will be required to service and maintain the equipment for a period of three years after the one year warranty period. The cost of maintaining the equipment should therefore be quoted separately for the respective items and added to the cost of each specific item;

ii). Delivery point of the items under lot 2 will be at Kenya School of Monetary Studies in Ruaraka. Bidders will be required to install, test and commission the gym equipment complete with all the accessories including all connections, supports and all plugging and screwing to floor/walls.

iii). Bidders are required to attach brochures of the items quoted;

iv). Bidders are required to make provisions in pricing of the items for Gym equipment synchronization and data connections.

Delivery schedule in Weeks _____

Signature & Stamp of tenderer _____

SECTION VI: TECHNICAL SPECIFICATIONS

The minimum specification for the Gym equipment below should be met. Failure to meet any of the technical specific features will lead to disqualification. However, Minor deviations (+ or – 5%) from the standard specification provided for each item that do not materially affect the functionality of the machines will be waved at the discretion of the procuring entity. Bidders to attach brochures of the items quoted.

LOT 1: Technical Specifications for Gym Equipment for Central Bank of Kenya Kisumu Branch

No.	Item Specifications	Tenderer's Response	Responsiveness (YES or NO)
1	Treadmill		
	Length: 2190mm		
	Width: min 960mm		
	Height: min 1550mm		
	Power supply: 240V ac		
	Engine Power (peak):8HP		
	Running surface L: 1.52m, W: 0.52m		
	Min Speed: 0.8km/hr.		
	Incline Min: 0		
	Incline Max: 20		
	User Weight: minimum 180 kg		
	FC monitoring: Hand sensor, Telemetry		
	User Defined Language Selection		
	Should be made of low friction material to reduce energy consumption		
	Should have heavy duty running belt		
	The machine should be able to provide effective and safe cardio training		
	Should have continuous interactive heart rate monitoring devise		
	Should have hand sensor to complement heart rate monitor		

	Warranty: At least one year		
2.	Cross Trainer		
	The machine should provide effective and safe cardio training		
	Should have continuous interactive heart rate monitoring devise		
	Should have hand sensor to complement heart rate monitor		
	Should have display board for key information: calories distance etc		
	Must have an in motion safety control		
	Should have a fast track elliptical control		
	Should have a rear drive trajectory		
	Length: 2040mm		
	Width: min 700mm		
	Height: min 1600mm		
	Weight: 150kg		
	User weight: minimum 180kg		
	Resistance: 1-25		
	Warranty: At least one year		
3.	Upright Bike		
	Should provide effective and safe cardio training		
	Should have continuous interactive heart rate monitoring devise		
	Should have hand sensor to complement heart rate monitor		
	Should have display board for key information: calories distance		
	Must have an in motion safety control. Adjustable seat levels		
	Should have a fast track elliptical control		
	Length: 1185mm		
	Width: min 600mm		
	Height: min 1338mm		
	Weight: 61kgs		
	User weight: not exceeding 180kg		
	Resistance: 1-25		

	Warranty: At least one year		
4.	Rower		
	Dimensions (W) = 50 cm		
	Dimensions (H) = 102 cm		
	Dimensions (L) = 276 cm		
	Dimensions (K) = 41 kg		
	Should be of Fan wheel technology		
	Should have Poly-V belt drive system for quiet operation		
	Should have Slide rail and distance mimics for real rowing feel		
	Display type: Large LCD display		
	Display feedback: Time, distance, calories, SPM (strokes per minute), strokes, heart rate, watts		
	Programs: Manual, race, training		
	Pedals: To be Fit-in with adjustable foot band		
	Heart Rate: To be of telemetric receiver		
	Handlebar design: To be of easy grip wooden handrail		
	Movement: To have at least two casters to facilitate movement		
	Monorail: To be of Aluminum		
	Resistance level: 12		
	Power requirements: Battery powered with LCD display		
	Resistance technology: Air resistance technology		
	Warranty: At least one year		
5.	Power Plate		
	Vibrates to stimulate muscles to contract and relax		
	Vibrates to stimulate muscles to contract and relax		
	Ideal for health clubs and wellness centres allowing users to adjust settings precisely for their body type and fitness goals		
	Technical; user friendly interactive display with time selections, Vibration energy output Power supply 110-120 AV		

	Warranty: At least one year		
6.	Bosu Balls		
	Ideal for health club & fitness centres		
	User weight: min. 150 kgs		
	Pump provided		
7.	Kettle Bells		
	Made of Iron and rubber insulated		
8.	Ankle weights		
	Should have adjustable straps		
	Well insulated to ensure user comfort		
9.	Triceps Rope		
	Should have clip to hook to the machine or cable attachments		
10.	Back Support Belt		
	Exclusively designed to provide extra back support when lifting heavy weights		
	Medium size		
11.	V-Bar Handle		
	Should have clip to hook to the machine or cable attachments		

LOT 2: Technical Specifications for Gym Equipment for Kenya School of Monetary Studies

1. Treadmill

The unit shall be electrically powered with 240V, 50Hz and 3Kw motor with motor controller. The treadmill speed range is 0.8 - 26 kph and the running surface shall be 510x1520mm with external dimensions of 2110 x 940 x 1610mm.

It shall be supplied complete with the following specifications:

- Lubricant infused belt system
- Advanced belt tracking system
- Belt and deck system
- 8No. large shock absorbers i.e. 4No. extra large and 4No. large shock absorbers.
- Over molded tubular steel ergo bars (handlebars and handrails).
- Proactive belt wear notification
- Stride sensor which detects when there is a user on belt.
- E³ integrated LCD system with Touch Screen Technology complete with:
 - FM radio-ready
 - 180 TV channels

- Workout landscape perspectives
 - Pace goal technology
- Heart rate monitoring system with digital hand sensor and Polar telemetry with chest strap.
- 28No. workouts including:
 - Manual and quick starts
 - Zone training heart rate workouts
 - Interval workouts
 - 6No. custom workouts
 - Fitness test protocols
 - Customized cool down
- Display readout details indicating:
 - Elapsed time, speed, distance, incline, calories burned, calories per hour, heart rate and distance climbed
 - Watts, METs custom messaging
 - Workout profile
 - Time in zone
 - Language choices.
- 130mm precision crowned steel rollers in front and back.
- -3% to 15% equipment elevation.
- Maximum user weight is 181kg.
- The unit shall be of welded steel frame, roller lift wheels and rear levellers.

2. Cross Trainer

The unit shall be self powered with a maximum user weight of 160kg and external dimensions of 2240x780x1650mm. The unit shall be electrically powered with 240V, 50Hz and 3Kw motor with motor controller.

It shall be supplied complete with the following specifications:

- 510mm stride length with Fit Stride Technology.
- 26 resistances levels
- Overmolded tubular steel ergo bars (handlebars and handrails).
- E³ integrated LCD system with Touch Screen Technology complete with:
 - FM radio-ready
 - 180 TV channels
 - Workout landscape perspectives
 - Pace goal technology
- Heart rate monitoring system with digital hand sensor and Polar telemetry with chest strap.
- 30No. workouts including:
 - Manual and quick starts
 - Zone training heart rate workouts:-cardio, fat burn, heart rate hill, heart rate interval, extreme heart rate.
 - Interval workouts:-hill, random, around the world, cascades, foothills, interval, Kilimanjaro, speed training, cross training aerobic and cross train reverse workout modes.
 - Cross train aerobics and cross train reverse
 - Goal workouts:-calories, distance, time, time in zone.
 - 6No. custom workouts

- Fitness test protocols
 - Customized cool down
- Display readout details indicating:
 - Elapsed time, speed, distance, total calories burned, calories burned per hour, heart rate and distance climbed
 - Watts, METs and resistance level.
 - 13No. different Language choices.
- The unit shall be of welded steel frame.

3. Upright Bike

The unit shall be self-powered with 600W resistance and maximum user weight of 181kg. The external dimensions are 1170x530x1520mm.

It shall be supplied complete with the following specifications:

- Overmolded tubular steel ergo bars (handlebars and handrails).
- E³ integrated LCD system with Touch Screen Technology complete with:
 - FM radio-ready
 - 180 TV channels
 - Workout landscape perspectives
 - Pace goal technology
- Heart rate monitoring system with digital hand sensor and Polar telemetry with chest strap.
- Networking capabilities.
- Stationary programming.
- Plug-in accessories.
- Integrated reading rack and accessories.
- Comfortable curve ergonomic seat with 27No. ratcheting height seat adjustments.
- 11No. wide ride pedal adjustments.
- Deluxe racing handlebars.
- Front wheels for easy mobility.
- 29No. workouts including:
 - Manual and quick starts.
 - Zone training heart rate workouts:-cardio, fat burn, heart rate hill, heart rate interval, extreme heart rate.
 - Interval workouts:-hill, random, around the world, cascades, foothills, interval, Kilimanjaro and speed training.
 - Goal workouts: - Watts, calories, distance and time in zone.
 - 6No. custom workouts
 - Fitness test protocols:- fit test, air force PRT.
 - Aerobic trainer.
 - Customized cool down.
- Display readout details indicating:
 - Elapsed time, distance, total calories burned, workout profile, RPM, calories burned per hour, heart rate and distance climbed
 - Watts, METs and resistance level.
 - 13No. different Language choices.
- The unit shall be of welded steel frame.

4. Recumbent Bike

The unit shall be self powered with 500W resistance and maximum user weight of 181kg. The external dimensions are 1660x660x1320mm.

It shall be supplied complete with the following specifications:

- Overmolded tubular side and front handlers.
- E³ integrated LCD system with Touch Screen Technology complete with:
 - FM radio-ready
 - 180 TV channels
 - Workout landscape perspectives
 - Pace goal technology
- Heart rate monitoring system with digital hand sensor and Polar telemetry with chest strap.
- Networking capabilities.
- Integrated reading rack and accessories holder.
- Comfortable curve ergonomic deluxe back support and seat.
- 11No. wide ride pedal adjustments.
- Deluxe racing handlebars.
- Front wheels for easy mobility.
- Stationary programming.
- On-the-fly programming.
- 26No. resistance levels.
- 29No. workouts including:
 - Manual and quick starts.
 - Zone training heart rate workouts:-cardio, fat burn, heart rate hill, heart rate interval, extreme heart rate.
 - Interval workouts:-hill, random, around the world, cascades, foothills, interval and speed training.
 - Goal workouts: - Watts, calories, distance and time in zone.
 - 6No. custom workouts
 - Fitness test protocols: - fit test, air force PRT.
 - Aerobic trainer.
 - Customized cool down.
- Display readout details indicating:
 - Elapsed time, distance, total calories burned, workout profile, RPM, calories burned per hour, heart rate and distance climbed
 - Watts, METs and resistance level.
 - 13No. different language choices.
- The unit shall be of welded steel frame.

5. Strength Equipment

The strength equipment shall include:-

(i) Multi-press with 241kg total weight, 95kg weight stack and external dimensions shall be 2180 x 1220 x 1800mm.

(ii) Dual Adjustable Pulley with 308kg total weight, 2x73kg weight stack and external dimensions shall be 1330 x 1410 x 2250mm

The above strength equipment shall be supplied and installed complete with the following specifications:

Frames

3mm welded steel frame of high structural integrity and each frame shall have an electrostatic powder coating finish which ensures maximum adhesion and durability.

- **Cushioning**

The cushions shall be contoured to utilize the molded frame for superior comfort and durability. They shall be made of leather material and black in colour or any other colour as shall be approved by the Project Engineer.

- **Instructional Placards**

There shall be easy-to-follow instructions illustrating proper use and muscles trained complete with wall chart included for additional guidance.

- **Shrouds**

Each weight stack is protected with standard shrouds to improve facility safety and to have full rear and partial front shrouds.

- **Weight Plates and Guide Rods**

The guide rods shall be chrome-plated to enable free floating movement of weight plates for ultra smooth motion. The steel selector shaft shall be cold-rolled and precision-machined to provide smooth, quiet function and maintain correct alignment in the weight stack during exercise movement.

- **Cables and Pulleys**

They shall be internally-lubricated with steel aircraft nylon coated to 5mm to deliver smooth performance. The 110mm and 150mm diameter fiberglass-impregnated nylon pulleys shall have sealed bearings. They shall also have one tool-threaded cable adjustment on the top weight to allow for easy adjustments and keep cables tensioned correctly.

- **Hand Grips**

Hand grips on selectorized duals shall be durable rubber compound that is wear and tear resistant. Dual Adjustable Pulley hand grips shall be durable urethane composite material and wear and tear resistant.

- **Multi jungle with 4-stacks and handle/accessory**

The unit shall be cable motion type with four different training stations. The stations shall be: adjustable pulley, low row, triceps pushdown and lat pulldown. The handle and accessories rack shall include six chrome hooks and two storage hooks to hold accessories.

- **Warranty**

The units shall come complete with 1 year warranty.

BENCHES

The benches equipment shall include:-

(i) Decline / adjustable abdominal bench with 57kg total weight and external dimensions shall be 1550 x 1120 x 810mm.

(ii) Multi adjustable bench with 57kg total weight and external dimensions shall be 1330 1350x810x1140mm

(ii) Flat bench with 30kg total weight and external dimensions shall be 1330x1170x800x420mm

The above benches equipment shall be supplied and installed complete with the following specifications:

Frames

3mm welded steel frame of high structural integrity and each frame shall have an electrostatic powder coating finish which ensures maximum adhesion and durability.

Cushioning

The cushions shall be contoured to utilize the molded frame for superior comfort and durability. They shall be made of black leather material or any other colour as shall be approved by the Project Engineer.

Hand Grips

Hand grips on selectorized duals shall be durable rubber compound that is wear and tear resistant.

Dual Adjustable Pulley hand grips shall be durable urethane composite material and wear and tear resistant.

Warranty

The units shall come complete with 1 year warranty.

The specifications of the other items are as described in the schedule of requirements.

SECTION VII: STANDARD FORMS

Notes on the sample 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. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.

7.3 **Tender Security Form** - This form must be completed and submitted with the tender documents.

7.4. **Contract Form** -The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.

7.5. **Letter of Notification of Award** - Letter of Notification of Award shall not be completed by the tenderer at the time of submitting the tender. Letter of Notification of Award shall be completed after contract award and should incorporate the accepted contract price.

7.6. **FORM RB 1** - FORM RB 1 shall not be completed by the tenderer at the time of submitting the tender. The FORM RB 1 shall be used by the bidders in case of appeal.

7.7. **Declaration Form** - This form must be completed by the tenderer and submitted with the tender documents.

7.1 FORM OF TENDER

Date _____
Tender No. CBK/18/2018-2019

To: _____

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver, Assets Tag Labels in conformity with the said tender documents for the sum of
(*total tender amount in words and figures*) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by(*Procuring entity*).

4. 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.

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

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

7.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business You are advised that it is a serious offence to give false information on this form

Part 1 – General:

Business Name
 Location of business premises.
 Plot No..... Street/Road
 Postal Address Tel No. Fax E mail
 Nature of Business
 Registration Certificate No.
 Maximum value of business which you can handle at any one time – Kshs.
 Name of your bankers Branch

Part 2 (a) – Sole Proprietor

Your name in full Age
 Nationality Country of origin.....
 • Citizenship details

Part 2 (b) Partnership

Given details of partners as follows:

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

Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company-

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

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

Date Signature of Candidate

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

7.3 TENDER SECURITY FORM

3. WHEREAS.....
(hereinafter called "the Tenderer") has submitted his tender dated.....for
**Supply, Delivery, Installation, Testing, and Comprehensive Maintenance of Gym
Equipment for Kisumu Branch and Kenya School of Monetary Studies at Central
Bank of Kenya** KNOW ALL PEOPLE by these presents that
WE,.....

.....
having our registered office at
(Hereinafter called "the Bank"), are bound unto CENTRAL BANK OF KENYA
(hereinafter called "the Employer") in the sum of **KSHS.** for which
payment well and truly to be made to the said Employer, the Bank binds itself, its
successors and assigns by these presents, sealed with the Common Seal of the said
Bank this.....day of2014

THE CONDITIONS of this obligation are:

1. If after tender opening the Tenderer withdraws his tender during the period
of tender validity specified in the instructions to Tenderers
OR
2. If the Tenderer, having been notified of the acceptance of his tender by the
Employer during the period of tender validity:
 - a) fails or refuses to execute the form of Agreement in accordance with the
Instructions to Tenderers, 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 Employer up to the above amount upon receipt of
his first written demand, without the Employer having to substantiate his
demand, provided that in his demand the Employer will note that the amount
claimed by him is due to him, 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
Bank not later than the said date.

(Date)

Signature of the Bank)

(Witness)

(Seal)

7.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between CENTRAL BANK OF KENYA] (hereinafter called "the Procuring entity) of the one part and [name of tenderer] of [city and country of tenderer] (hereinafter called "the tenderer") of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

- (a) the Tender Form and the Price Schedule submitted by the tenderer
- (b) the Schedule of Requirements
- (c) the Technical Specifications
- (d) the General Conditions of Contract
- (e) the Special Conditions of contract; and
- (f) the Procuring entity's Notification of Award

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity

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

7.5 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

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.....of
.....20...

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

7.7 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)