

**BANKI
KUU YA
KENYA**



**CENTRAL
BANK OF
KENYA**

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TENDER DOCUMENT

**TWO YEAR CONTRACT FOR PROVISION OF BACK-UP INTERNET
SERVICES TO CENTRAL BANK OF KENYA AND KENYA SCHOOL
OF MONETARY STUDIES**

TENDER NO. CBK 44/2018-2019

CLOSING DATE: 7th February, 2019 AT 10:30AM.

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GUIDELINS 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. 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	Copy of the company’s current and valid Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA).	
4	Dully filled and signed Confidential Business Questionnaire in the form or format provided in the tender document.	
5	Provide documentary evidence that the company is authorized by the manufacturer of the system and / or components specific to this tender.	
6	Provide tender security of Kenya Shillings 50,000.00 (Shillings fifty thousand only) Valid for 150 Day	

7.	Provide copies of Audited Annual Financial Accounts for the financial years 2016 and 2017 signed and stamped by the Auditors and Directors	
8	Financial proposal containing priced schedules	Prices quoted to be inclusive of taxes
9	Duly filled and signed Form of Tender in the format provided in the tender document.	
10	Copy of Company profile. This should include testimonials of technical personnel, list of similar contracts done previously with supporting documents e.g. LPOs and Contracts.	
11	Duly filled and signed declaration form in the form provided	
12	Bid document to be serialized/paginated on all pages	
13	Bidders should use the Bank's tender document or ensure to align their documentation to it.	

SECTION I: INVITATION TO TENDER

1. The Central Bank of Kenya invites sealed tenders from eligible Internet Service Provider (ISP), preferably an Internet Backbone provider **for Provision of Backup Internet Services to the Bank and KSMS.**

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: **The Ag. Director, Procurement and Logistics Services, Tel: +254 20 2861000/2860000, 5th Floor, Central Bank of Kenya, Haile Selassie Avenue, Nairobi, Email: supplies@centralbank.go.ke**

3. A complete set of tender documents containing detailed information may be obtained from Central Bank of Kenya, Head Office, along Haile Selassie Avenue, Procurement and Logistics Services Department on 5th Floor upon payment of Non-refundable fee of KShs.1,000 in cash or Bankers Cheque payable to Central Bank of Kenya OR downloaded from the PPIP website: www.tenders.go.ke OR Central Bank of Kenya website: www.centralbank.go.ke for free. Bidders who download the tender document are advised to sign a tender register at Supplies 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. Tenders must be accompanied by a **Tender Security of Kshs. 50,000.00**, valid for **150 days**. Failure to attach the Tender Security will lead to automatic rejection of the proposal.

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 **7th February 2019 at 10.30am**. Late bids will not be accepted and will be returned unopened.

7. Tenders will be opened immediately thereafter, i.e. on **7th 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, DPLS Conference Room on 5th Floor**.

**Ag. DIRECTOR,
GENERAL SERVICES DEPARTMENT**

SECTION II: INSTRUCTIONS TO TENDERERS

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SECTION II: INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by 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 services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

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

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements

- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

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

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by 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 who have received the tender documents"

2.4.2. 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

2.5 Amendment of documents

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

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

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

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

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

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

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

(d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

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

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

- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

- 2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

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

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

2.12.5 Unsuccessful tenderer's 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.

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

2.12.7 The tender security may be forfeited:

(a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by 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 30
or

(ii) to furnish performance security in accordance with paragraph 31.

(c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for **120 days** or as specified in the invitation to tender after 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 nonresponsive.

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

2.14 Format and Signing of Tender

- 2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:
- (a) be addressed to the Procuring entity at the address given in the invitation to tender
 - (b) bear, tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE(day, date and time of closing),"
- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late". —
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.16 Deadline for Submission of Tenders

- 2.16.1 Tenders must be received by the Procuring entity at the address specified under appendix to instruction to tenderers.
- 2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

2.17 Modification and withdrawal of tenders

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

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

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

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

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

2.17.6 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.

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at the time and date and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

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

2.19 Clarification of tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders 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 shall be sought, offered, or permitted.

- 2.19.2 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.

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

2.20 Preliminary Examination and Responsiveness

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

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

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

- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, 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.

2.20.5 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 nonconformity.

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

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

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

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

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

2.22.4 Pursuant to paragraph 2.2.3 the following evaluation methods will be applied:

(a) *Operational Plan.*

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

(b) *Deviation in payment schedule.*

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

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

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

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

2.23. Contacting the procuring entity

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

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

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, 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.

2.24.2 The determination will take into account the Tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event 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

2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

2.25 Notification of award

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

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

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

2.26 Signing of Contract

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

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

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

2.27 Performance Security

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

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

2.28 Corrupt or Fraudulent Practices

2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 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;

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

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

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

Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

Instructions to tenderers	Particulars of appendix to Instructions to Tenderers
2.1.1	(i). Eligible Tenderers shall be firms dealing in provision of internet services
2.2.2	The price to be charged for hard copy tender document shall be Kshs.1,000.00 and free for downloading from the websites.
2.4.1	Clarification may be sought 4 days before deadline for submission of tenders.
2.7	The tender prepared by the tenderer shall comprise in addition to documents specified under clause 2.7 all other documents described in clause 2.3.1 of this tender document and any other document required in determining qualification of the tenderer.
2.9.2	Price quoted shall be net inclusive of VAT(16%) and all other taxes payable
2.10	Prices shall be quoted in Kenya Shillings
2.11.1	Proof of eligibility and qualifications documents of evidence required (See qualification criteria below).
2.12.2	Tenders must be accompanied by a Tender Security of Kshs. 50,000.00, valid for 150 days
2.13.1	The validity period of the Tender shall be 120 days from the closing date of Tenders.
2.14.1	Bidders to submit one original hard Copy only
1.16.1	Closing date of the Tender shall be 31st May, 2018 at 10:30 am
2.27	Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security equal to 5% of the contract amount valid for the period of the contract

Clause 2.22 – 2.24: EVALUATION CRITERIA

Evaluation will be carried out through five stages as follows:

Stage1: Compliance with the Mandatory Requirements

Stage 2: Technical Evaluation on specification

Stage 3: Technical Evaluation on capacity to deliver the contract

Stage 4: The Financial Evaluation

Stage 1: Compliance with the Mandatory Requirements (MR)

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

No	Requirements	COMPLIANCE
MR 1	Provision of documentary evidence of the company's certificate of incorporation	
MR 2	Provision of a copy of the company's valid tax compliance certificate issued by Kenya Revenue Authority	
MR 3	Provision of audited financial statements/accounts for the last two years falling i.e. 2016 and 2017	
MR 4	Provide Tender Security of Kshs. 50,000.00 valid for 150 days in the format provided in this tender document.	
MR 5	Attach copies of CAK license to operate as a: • Network Facilities Providers Tier 1, 2 or 3 • International Network Facilities Providers	

Stage 2: Technical Evaluation on specifications of the Internet

Tenderers meeting all the mandatory requirements shall have their bids checked against compliance with technical specifications indicated in Section "VI" of this tender document. **Bidders will be required to meet all the technical specification as a minimum requirement to qualify to the next stage of the evaluation.**

Stage 3: Technical Evaluation on Capacity to Deliver the Contract

Tenderers fully complying with technical specifications will be subjected to technical evaluation on capacity to deliver the contract based on the technical parameters given below:

	Evaluation Attribute	Tenderer's Response	Weighting Score	Max Score %
T1	Number of years in provision of internet services		• 5 Years and above: 30% • Others prorated at: $\frac{\text{Number of years} \times 30}{5}$	30
T2	Provide a list of all Major clients where the company has provided similar services in the last 2 years. (Projects with internet capacity of 30 Mbps and above was deployed, proof must be provided Letter of award, Contract or LPO)		• 5 or more clients: 30% • Others prorated at: $\frac{\text{Number of clients} \times 30}{5}$	30
T3	Number of qualified Engineers/ technicians specialized in Internet Technologies (Must provide evidence using CV and certificates)		• 5 or more qualified staff: 20% • Others prorated at: $\frac{\text{Number of staff} \times 20}{5}$	20
T4	Financial Stability: a) Profitability Margin**		A margin above 10% will score 10 marks; 5-9 % - 5 marks and 1-4% - 3 marks; below 1% No mark	10
	b) Liquidity Ratio***		Above 1:1 - 10 marks; 1:1 - 5 marks; 0.5:1- 2 marks less than 0.5 no mark	10
	Total			100

Note:

*The Minimum qualification required for the Engineer will be a relevant degree and Technicians diploma holders.

$$\text{**Profitability Margin} = \frac{\text{EBIT}}{\text{Gross Revenue/Sales}}$$

$$\text{***Current Ratio} = \frac{\text{Current Assets}}{\text{Current Liabilities}}$$

$$\checkmark \text{ EBIT} = \text{Earnings Before Interest and Taxes}$$

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

Stage 4. FINANCIAL EVALUATION

Financial Evaluation shall involve checking arithmetic errors and completeness of the financial bids. Tenderers that **score 75 % and above** under Technical Evaluation on Capacity to deliver the contract will be ranked and the lowest bidder recommended for award of the contract.

SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- a) "The contract" means the agreement entered into between 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 services" means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) "The Procuring entity" means the organization sourcing for the services under this Contract.
- e) "The contractor" means the individual or firm providing the services under this Contract.
- f) "GCC" means general conditions of contract contained in this section
- g) "SCC" means the special conditions of contract
- h) "Day" means calendar day

3.2 Application

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

3.3 Standards

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

3.5 Patent Right's

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 services under the contract or any part thereof .

3.6 Performance Security

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

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

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

- a) Cash.
- b) A bank guarantee.
- c) Letter of credit.

3.6.4 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 of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services 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.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

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

3.9 Prices

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

3.10 Assignment

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

3.10 Termination for Default

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 provide any or all of the services 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.

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, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.12 Termination of insolvency

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

3.13 Termination for convenience

- 3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

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

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

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

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

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.1 (b)	The contract price will be in Kenya Shillings.
3.1 (C)	The Services to be provided is Provision of Internet Services and the duration of the contract is for two years
3.1 (d)	The procuring entity is Central Bank of Kenya, P. O. Box 60000 – 00200, Nairobi
3.6	The successful tenderer shall furnish to the Procuring entity the performance security equivalent to 10% of the contract sum.
3.7	The supervisor of the service under the contract is the Office of the Asst. Director ICT
3.8	Payment will be made after the installation and testing of the internet and upon submission of invoice and satisfied certificate of Services issued by a representative of the Office of the Ag. Asst. Director ICT
3.9	No price adjustments will be allowed unless under exceptional circumstances and upon approval by the Bank
3.13.1	Termination of the contract shall be done by either party giving the other a one month notice or due to a force majeure.
3.14	If both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to an Arbitrator or to a court of law
3.17	The laws of Kenya shall apply
3.18	The address to be used for purposes of notices will be: The Ag. Director, Department of Procurement and Logistics Services, P. O. Box 60000 – 00200, Nairobi. Email: supplies@centralbank.go.ke

Other Requirements

1. The existing primary internet service provider will not be allowed to submit a bid for the Backup Internet service.
2. The service provider will provide internet services for the Bank and KSMS. Two separate links will be terminated at KSMS, one for the Bank's KSMS datacenter and another separate link for KSMS. The procured bandwidth of 75 Mbps will be shared among the two links.
3. The Bank will expect the highest quality of services. Therefore, services below the expected standards will not be accepted.
4. The Tenderer shall include all preliminaries e.g. insurance, security etc. in the priced items. A separate claim for preliminaries will not be honored.
5. Payment for the services will be made upon certified completion. No claim for advance payment will be allowed.
6. The service provider will be required to maintain a high standard of cleanliness and housekeeping at the site.
7. Security of the Bank property within the area of work will be the responsibility of the service provider.
8. Working hours shall be Monday to Friday from 8.00am to 5.00pm except Public Holidays. Working outside these hours will be allowed only with the express authority of the Branch Manager.
9. The sites for the works are inside quiet office Buildings. The successful Tenderer will at all times make sure that the client's operations and those users of the premises are NOT subjected to undue inconvenience throughout the entire contract period.

10. Penalty for non-performance

In the event of non-performance of the service provider, the Bank will give the service provider a one month notice giving details of the shortcomings that the service provider is expected to rectify. If the service provider fails to show improvement in his/her performance during the one month notice then the Bank will terminate the contract and call up the Bank Guarantee provided by the service provider.

SECTION V – SHEDULE OF REQUIREMENTS AND PRICE SHEDULE

Item	Description	Installation Charges (one off charges) (Kshs.) (a)	Monthly fee (Kshs.) (b)	Annual Fee (Kshs.) (b*12Months) (c)	Grand total Annual (Kshs.) (a + c) (d)	Grand total Three years (Kshs.) (d *3 years)
1.	Internet connectivity for the CBK Head Office, CBK KSMS Datacenter and Kisumu DR Site					
2.	Internet Connectivity for Kenya School of monetary studies (KSMS)					
3.	Internet Connectivity for the Governor's Residence					
4.	Internet Connectivity for the Deputy Governor's Residence					
5.	Web Hosting Services					
6.	Security Services					
7.	Public IP Address Range /22 block					

Delivery period will be

Signature of tenderer _____

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

The price quoted should be inclusive of all applicable taxes.

SECTION VI: TECHNICAL REQUIREMENTS

6.1 General Technical Requirement

The vendor will be required to supply, install the equipment, lay out the necessary fibre cabling and configure to accommodate the 75 Mbps Internet traffic (**http, https, ftp, all mail services, etc.**) to and from the Central Bank network and KSMS. The service provider will install two separate links at KSMS to accommodate the CBK KSMS datacenter and an additional link to accommodate the KSMS. The service provider will supply a link with 75 Mbps capacity in a cloud to accommodate the Bank and KSMS. In addition, he/she shall make the necessary applications for the change of public Internet Protocols (IP) if necessary and maintain the current Domain names that the Central Bank owns.

The service will be interfaced to the Banks network through a gigabit Ethernet connection.

The vendors will provide any other accessories, services and equipment to maintain and improve the provision of the requested service.

Central Bank of Kenya (procuring entity) will not buy routing hardware and accessories.

Central Bank of Kenya already has sufficient security devices and will not be procuring any firewalls for this service.

6.2 Technical Specifications

Bidders will be required to meet all the technical specification below.

A: Head Office, KSMS and Kisumu DR site

No.	Technical Parameter	Bidders Response	Compliance Yes/No
i.	Connectivity Type: Fiber connection to the internet at the Head Office, CBK KSMS Datacenter and Kisumu DR Site		

ii.	Connectivity Type: Fiber connection to the internet at the Kenya School of Monetary Studies (KSMS)		
iii.	Service: Internet Services		
iv.	Bandwidth: 75 Mbps (Total- UP/DOWN)		
v.	Contract Period: 3 Years		
vi.	Service Activation date: Services must be available within 30 days upon receipt of Purchase Order by selected vendor		
vii.	Costs Breakdown: Internet services only		
viii.	Service Availability: 99.99% (52 Minutes downtime for the period of one (1) year connectivity).		
Other Technical requirements			
a	Able to provide a fully managed end- to - end service		
b	Provide a redundant connection to the Back- up site in Nairobi and Disaster recovery site in Kisumu of equal capacity as the primary.		
c	Able to provide 7×24×365 coverage for technical assistance, helpdesk and monitoring		
d	Able to provide a web interface facility or portal for Central Bank personnel to retrieve real- time and historical information.		
e	Please indicate peering arrangements and provide map indicating peering points and major POPs.		
f	To provide Email Anti-Phishing End User training to be conducted periodically for the duration of the contract with reports being submitted monthly.		
g	Please indicate Service Level Agreement terms and conditions that would be applicable to proposed service, in terms of availability, packet loss, and latency. Attach a proposed SLA covering these specifications.		

B: Governor's Residence

No.	Technical Parameter	Bidders Response	Compliance Yes/No
i	Connectivity Type: Cable or Wireless connection to the internet at the residence		
ii	Secure wireless network for the entire residence		
iii	Service: Internet Services		
iv	Bandwidth: 15 Mbps (Total- UP/DOWN)		
v	Contract Period: 3 Year		
vi	Service Activation date: Services must be available within 30 days upon receipt of Purchase Order by selected vendor		
vii	Costs Breakdown: Internet Bandwidth only		
Viii	Service Availability: 99.99% (52 Minutes downtime for the period of one (1) year connectivity).		
Other Technical Requirements			
a	Able to provide a fully managed end- to - end service		
b	Able to provide 7×24×365 coverage for technical assistance, helpdesk and monitoring		
c	Able to provide a web interface facility or portal for Central Bank personnel to retrieve real- time and historical information		
d	Please indicate Service Level Agreement terms and conditions that would be applicable to proposed service, in terms of availability, packet loss, and latency.		
e	Vendors will provide any other accessories, services and equipment to maintain and improve the provision of the requested service.		

f	Central Bank of Kenya will not buy routing hardware and security equipment for this service.		
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C: Deputy Governor's Residence

No.	Technical Parameter	Bidders Response	Compliance Yes/No
i	Connectivity Type: Cable or Wireless connection to the internet at the residence		
ii	Secure wireless network for the entire residence		
iii	Service: Internet Services		
iv	Bandwidth: 15 Mbps (Total- UP/DOWN)		
v	Contract period: 3 Year		
vi	Service Activation date: Services must be available within 30 days upon receipt of Purchase Order by selected vendor		
vii	Costs Breakdown : Internet Bandwidth only		
Viii	Service Availability: 99.99% (52 Minutes downtime for the period of one (1) year connectivity).		
Other Technical Requirements			
a	Able to provide a fully managed end- to - end service		
b	Able to provide 7×24×365 coverage for technical assistance, helpdesk and monitoring		
c	Able to provide a web interface facility or portal for Central Bank personnel to retrieve real- time and historical information		
d	Please indicate Service Level Agreement terms and conditions that would be applicable to proposed service, in terms of availability, packet loss, and latency.		

e	Vendors will provide any other accessories, services and equipment to maintain and improve the provision of the requested service.		
f	Central Bank of Kenya will not buy routing hardware and security equipment for this service.		

D. Web Hosting Services

Web hosting services for the Central Bank of Kenya website shall include but not limited to the following:

No.	Technical Parameter	Bidders Response	Compliance Yes/No
i	Database – Maintenance and Support (different databases e.g. MySQL, SQL Server)		
ii	Web Server – Maintenance and Support (offerings should be for different environments e.g. APACHE for php, IIS for Microsoft)		
iii	Domain Registrations - .ke, .org, .net, .com, .co.uk, etc.		
iv	Provide spam blocking and virus filtering services for CBK email and website		
v	Any other recommended services related to web hosting and Internet service provision.		

E: Security

No.	Technical Parameter	Bidders Response	Compliance Yes/No
i	The prospective ISP MUST Provide Internet/Web security services to safeguard hosted information and data. Measures the ISP shall take to ensure the security of traffic to CBK and the hosted site must be clearly specified in the response.		
ii	Provide email anti-phishing end user analysis and reporting to be conducted at regular intervals for the duration of the contract with reports being submitted quarterly.		
iii	- Real-time Monitoring - Incident Response + Mitigation support		

	• Threat Intelligence Report Generation • Blocks attacks before CBK infrastructure • Full-on volumetric attacks protection as can only be provided by Anti-DDoS-Enabled ISP • Protect in-cloud solutions such as CBK Web Application		
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F: IP Address Range

No.	Technical Parameter	Bidders Response	Compliance Yes/No
i	The prospective ISP MUST offer provider-independent public address space of /22 IPv4 address prefix length from AFRINIC for the Central Bank of Kenya (CBK). The ISP will perform routing of the address block within the Internet.		

SECTION VII- STANDARD FORMS

7.1 Form of tender

7.2. Contract Agreement Form

7.3. Form of Tender Security

7.4. Performance Security Form

7.5. Confidential Questionnaire Form

7.6 Letter of Notification of Award

7.7. Form RB1

7.8. Declaration Form

7.1 FORM OF TENDER

Date_____

Tender No._____

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. _____ *[insert numbers,*
the of which is hereby duly acknowledged, we, the undersigned, offer to provide.
[description of services]
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 provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum 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. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20
[signature] _____ *[In the capacity of]*
Duly authorized to sign tender for and on behalf of _____

7.2 CONTRACT AGREEMENT FORM

THIS AGREEMENT made the ____day of ____20____between.....[name of procurement entity] of[country of Procurement entity](hereinafter called "the Procuring entity") of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called "the tenderer") of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the 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 materials and spares 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 provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by_____the _____(for the Procuring entity)

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

in the presence of_____.

7.3 FORM OF TENDER SECURITY

WHEREAS.....
(hereinafter called "the Tenderer") has submitted his tender dated.....for
Provision of Internet Services to 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. 50,000** 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 PERFORMANCE SECURITY FORM

To
[*name of Procuring entity*]

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

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

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

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

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

Signed and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

7.5 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

<i>Part 1 – General:</i>				
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.	.....	.....	.....	.....
Part 2 (c) – Registered Company				
Private or Public				
State the nominal and issued capital of company-				
Nominal Kshs.				
Issued Kshs.				
Given details of all directors as follows				
	Name	Nationality	Citizenship Details	Shares
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....
3.	.....	.....	.....	.....
4.	.....	.....	.....	.....
Date Signature of Candidate				

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

7.6. 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

7.7. 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

7.8 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)