BANKI KUU YA KENYA

CENTRAL BANK OF KENYA

Haile Selassie Avenue
P.O. Box 60000 - 00200 Nairobi Kenya
Telephone: 2861000/2863000
Fax 340192/250783

Email: info@centralbank.go.ke

TENDER FOR MAINTENANCE OF COMPUTER NETWORKS AT CENTRAL BANK OF KENYA HEAD OFFICE, BRANCHES AND CURRENCY CENTERS

TENDER NO. CBK/39/2013-2014

CLOSING DATE: 9TH JUNE, 2014 AT 10.30 A.M)

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SECTION I INVITATION TO TENDER

Tender Ref. No. CBK/39/2013-2014: Tender for Maintenance of Computer Networks at Central Bank of Kenya Head Office, Branches and Currency Centers

1. The Central Bank of Kenya invites sealed tenders from eligible candidates for **Maintenance of Computer Networks at Central Bank of Kenya Head Office, Branches and Currency Centers**

2. A complete set of tender documents containing detailed information may be obtained from Central Bank of Kenya, Head Office, along Haile Selassie Avenue, Department of Procurement and Logistics in 5th Floor upon payment of Non-refundable fee of **KShs. 1,000** in cash or Bankers Cheque payable to Central Bank of Kenya or be downloaded from the Website, www.centralbank.go.ke for free. However, those who download the tender are advised to sign a tender register at Supplies Office on Fifth Floor CBK Building before the tender closing date.

3. 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 the closing date and time on **8TH April, 2014 at 10.30 A.M.** Late bids will not be accepted and will be returned unopened.

4. Tenders will be opened immediately thereafter in the presence of the tenderers representatives who may choose to attend the opening at the **Central Bank of Kenya, DEST Conference Room on 5th FLOOR.**

5. Prices quoted should be inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of **90 days** from the closing date of the tender.

6. Tenders must be accompanied by a **Tender Security** amounting to Kenya shillings fifty thousands (**KSHS. 50,000)**. Failure to attach the Tender Security will lead to automatic rejection of the tender.

7. Further information as pertains to this tender may be obtained from the Office of the Director, Department of Estates, Supplies & Transport (Tel: +254 20 2861000/2860000 Fax: +254 20 2863497, +254 20 310604), Central Bank Building, Haile Selassie Avenue, on 5th Floor between 9:00 am and 5:00 pm during working days.

DIRECTOR,

DEPARTMENT OF PROCUREMENT AND LOGISTICS

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.5,000/=

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 in Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

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

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to 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 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 60 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 un amended printed literature, shall be initialed by the person or persons signing the tender.

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

2.15 **Sealing and Marking of Tenders**

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

(a) be addressed to 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 paragraph 2.15.2 no later than (*day, date and time of closing*)

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 …(*time, day, and date of closing*) 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 22.3 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 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	This contract shall be for **three years** and shall be renewed annually subject to satisfactory performance of the winning tender.
2.2.2	The price to be charged for the tender document shall **Kshs. 1,000.00**
2.10.1	All Prices to be quoted in Kenya Shillings.
2.12	Tenderers shall furnish, as part of its tender, a tender security amounting to **KShs. 50,000.00** in form of cash, or a bank guarantee, or insurance company guarantee issued by insurance companies approve by PPOA, a letter of credit or a guarantee by a deposit taking Microfinance Institution, SACCO Society, the Youth Enterprise Development Fund or the Women Enterprise Fund, valid for **120 days** from the date of tender opening.
2.13.1	Tender shall remain valid for **90 days** after the date of tender opening prescribed by the Procuring entity.
2.14.1 & 2.15.1	Only one "ORIGINAL" tender document will be submitted
2.17.1(b)	The sealed envelopes shall bear the tender number and name in the Invitation to Tender and the words "DO NOT OPEN BEFORE **9TH June, 2014 at 10.30 A.M**
2.18.1	Tenders to be received not later than **9th June, 2014 at 10.30 A.M**
2.20.1	As in 2.18.1 above. The place of opening will be as indicated in the tender notice.
2.27.1	Performance security shall be 10% of the contract amount

Clause 2.20 – 2.22 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 requirements as given in section VI
3. Stage 3: Technical Evaluation (Capacity to Deliver the Service)
4. Stage 4: The Financial Evaluation

A. Mandatory Requirements (MR)

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

No	Requirements	Tenderer's Response
MR 1	Provide documentary evidence of the company's Certificate of Incorporation (Legal structure)	
MR 2	Provide copy of the company's current Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA)	
MR 3	Submit a completed company's profile using the Confidential Business Questionnaire provided in this tender document.	
MR 4	Provide copies of audited accounts for the company for the last two accounting years.	
MR 5	Submit with tender a Tender Security of **Kshs. 50,000** in the format provided in this tender document	
MR 6	Provide proof of authorization by Cisco as a platinum partner or higher to support the listed active products in this tender. A letter of authorization must be signed by the manufacturer.	

B. Compliance with Technical requirement:

Tenderers meeting all the mandatory requirements above shall have their bids checked against compliance with technical requirements indicated in **Section VI** of this Tender document.

Only the vendors who are fully compliant with the technical requirements in Section VI and the Mandatory Requirements above will proceed to the technical evaluation criteria as detailed in the table below;

C. Technical Evaluation (Capacity to Deliver the Service)

NO.	EVALUATION ATTRIBUTE	RESPONSE	MAX. SCORE %	SCORE %
T1	**Compliance with Technical requirements as per section E of the tender document**		**20**	
T2	**MAINTENANCE ENGINEERS**		**40**	
	Certified engineers with relevant qualifications (attach CVs and copies of certifications). The certifications must be specific to the following; a) Siemon Certification or relevant b) Cisco Certification The engineers must have a minimum of two (2) years' experience in installation and maintenance of Cisco systems and Siemon Structured Cabling systems.	• 4 or more qualified technical staff: (5 marks/Engineer ; maximum 20 marks) • Experience of 2 years and above (5 marks/engineer up to a maximum of 20 marks)		
T3	**PAST PERFORMANCE**		**25**	
	Company's previous handling maintenance of the above systems during the last five (5) years. Provide a list of at least five (5) major customers supported in the last 5 years.	• A score of 5 marks will be awarded to each valid reference up to a maximum of 25 marks.		
T4	**Financial Stability (Liquidity)**		**10**	
	a) Profitability Margin	A margin above 10% will score 5 marks; 1-9 % - 3 marks and below 1% - 0 mark		
	b) Liquidity Ratio	1:1 and above –5 marks; less than 1:0 no mark		
T5	Sample SLA outlining the core support components and associated penalties	SLA with standard clauses and proposed reporting, escalation channels and penalties	5	
	TOTAL		**100%**	

Note:

- ✓ **Profitability Margin** = $\frac{\text{EBIT}}{\text{Gross Revenue/Sales}}$
- ✓ **Current Ratio** = $\frac{\text{Current Assets}}{\text{Current Liabilities}}$
- ✓ **EBIT** = Earnings Before Interest and Taxes

D. FINANCIAL EVALUATION (PRICE)

Tenderers should note that only tenders that **score 75% and above** on the Technical Evaluation (Capacity to Deliver the Service) will qualify to have their financial bids evaluated. Those scoring below 75% will not be evaluated further and will be disqualified.

LOWEST EVALUATED TENDER (LET)

The Lowest Evaluated Tender (LET) that will be recommended for the award of the contract will be the tender found to be the most competitive tender that meets the Technical requirements and Financial (Price) Evaluation Criteria**.**

	Name of Tenderers listed from the lowest to the highest tender price	**Rank**
1.		
2.		
3.		
4.		
5.		

SECTION III: GENERAL CONDITIONS OF CONTRACT

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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 7 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 tights 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) Such insurance guarantee approved by the Authority.

d) 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
3.6	Performance security of 10% of the contract sum will be required to be provided by the successful bidder. The Bank upon executing the last Acceptance Certificate will release this Guarantee. The Bank will approve the Guarantee prior to the award of the tender.
3.8	Payment will be made less retention after the supply, installation and acceptance of the same. Cash or advance payment for an incomplete installation will not be accepted.
3.9	The contract is a fixed price contract and no variations will be payable on grounds of exchange rate fluctuations as the mandatory currency of the Tender is the Kenya Shilling.
3.14	If after thirty (30) days from the commencement of informal negotiations both parties have been unable to resolve amicably a contract dispute either party may referred the matter to court.
3.17	The contract shall be interpreted in accordance with the laws of Kenya
3.18	Procuring entity address - **Central Bank of Kenya, P. O. Box 60000 - 00200, Nairobi** **Tenderers Address - ----------------------------------** **--**

SECTION V – SCHEDULE OF REQUIREMENTS/PRICES

Name of Tenderer: _______________ Tender Number: _____________

	Item	**Total Price (Kshs.)**
1	Comprehensive maintenance (parts and labor) for the passive components in the existing network as in Table 1	
2	Preventive and Labour only services for the active components as detailed in Table 1	
3	Hardware warranty (Cisco Smartnet) for equipment detailed in Table 2	
4	Total cost of Spare switches and mounting brackets as per Table 6	
	Total Cost (inclusive of 16% VAT)	

Signature of tenderer ____

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

SECTION VI DESCRIPTION OF SERVICES

GENERAL REQUIREMENTS

PRELIMINARIES

1. Introduction

The maintenance will be done on eight LANS (Branches) interconnected through a WAN as follow;

1. **CBK Head Office**
2. **CBK Pension House Building**
3. **Eldoret Branch**
4. **Kisumu Branch**
5. **Mombasa Branch**
6. **Nyeri Currency Center**
7. **Nakuru Currency Center**
8. **Meru Currency Center**
9. **KSMS**

2. Scope of Work

The works will cover network support as highlighted below, and detailed in section VI.

1) Comprehensive maintenance (parts and labor) for the passive components in the existing network in Table 1
2) Preventive and Labour only services for the active components as detailed in Table 1 and a schedule (part details and costs) of all the parts that need to be replaced
3) Provide hardware warranty (Cisco Smartnet) for equipment detailed in Table 2
4) Cabling and installation of new network points as detailed in Table 3
5) Cable management, equipment mounting and reorganization for existing and new network and security equipment
6) Mombasa network convergence as detailed in Table 4
7) New Fiber pulling from HQ floors to CBK HQ 2nd Floor Datacenter as detailed in Table 5
8) The Preventive and Labour maintenance will be done on a quarterly basis
9) Supply of three 48 port standby switches as detailed in Table 6

3. Contract Period

This contract shall be for **three years** and shall be renewed annually subject to satisfactory performance of the winning tender.

4. Guarantee, Warranty and Free Maintenance Period

All Network equipments procured under this contract shall have Manufacturer's Warranty and the Supplier's Guarantee, both of which shall not be less than **12 months** following the date of acceptance.

5. Insurance and Safety

Attention should be given to safety precautions while equipment is either being delivered or installed to prevent damage or accidents and ensure service continuity.

6. Bidders Additional Details

The Tenderer is at liberty to attach to his or her bid any additional details, technical literatures or other items that the Bidder may think desirable to indicate the type of services proposed

7. Delivery Period

The Tenderer shall include the Delivery Period for the services proposed in the Tender.

8. Warranty period

The Tenderer shall provide manufacturer warranty Period, after the installation and commissioning of any new equipment

9. Installation Duration

The Tenderer shall indicate /propose a works schedule to provide services to location of the Bank Branches and Currency Centers.

19. Requirement for Extra Equipment /Services

The Tenderer may in addition make any other recommendations, which should be priced for any further Equipment and/or Services that seem necessary for the contract.

20. Right of CBK to procure Extra Equipment

The Central Bank reserves the right to purchase the whole or part of the parts or equipment recommended by the Tenderer.

21. Service time

During contract period, the Supplier shall be required to make good all defects, provide the required support at their cost on a comprehensive basis.

22. Maintenance Contract

The Tenderer shall compile the schedule of the Maintenance with Service Level Agreement (SLA) indicating levels of service provision and second level escalation procedures.

23. **Maintenance Services**: The Tenderer must confirm that there is an established Service Centre in Nairobi and support centers at the branches and currency centers from where service will be arranged.

24. **Manufacturers Authorization:** The Tenderer must provide proof of authorization by regulating bodies or service providers as a dealer or to service product in Kenya. A letter of authorization/recommendation should be sent by the manufacturer or Regulating Body (or their representatives) directly to the Director Estates Management & Procurement Department and a copy attached to the tender document.

25. **Responses to Tender:** The Tenderer must reproduce the technical specifications table in Section VI and provide responses to all the attributes in a corresponding column of the same table.

26. **References**: The Tenderer is required to supply five letters of reference from five recent customers where a similar service has been offered.

27. **Official Registration**: The Tenderer will be required to provide proof of registration as a company/business in Kenya complete with physical address and proof of registration with the Kenya Revenue Authority for purposes of taxation. Submit valid VAT Registration Certificates/PIN Certificate, Certified copies of Audited Financial Statements for the immediate last three (3) consecutive years including KRA Tax Clearance Certificate.

28. **Past performance:** Tenderers who have in the past failed to meet the Bank's standards in terms of quality of goods supplied, quantity of goods supplied, delivery dates compliance and service provided on the goods supplied and previously notified in writing will be disqualified in the tender. Canvassing directly by the tenderer or by proxy shall lead to automatic disqualification of the tender.

29. **Compliance with Technical Specifications:** The Tender must be fully compliant with the comprehensive specified specifications as articulated under Section E - The Technical requirements.

30. **Company Profile:** Tenderer must complete and sign the Confidential Company Profile Form in Appendix 1.

TECHNICAL REQUIREMENTS: The overall scope of work will cover;	**COMPLIANCE Yes/No**
1. Comprehensive maintenance (parts and labor) for the passive components in the existing network in Table 1	
2. Preventive and Labour only services for the active components as detailed in Table 1 and a schedule (part details and costs) of all the parts that need to be replaced	
3. Provide hardware warranty (Cisco Smartnet) for equipment detailed in Table 2	
4. Cabling and installation of new network points as detailed in Table 3	
5. Cable management, equipment mounting and reorganization for existing and new network and security equipment	
6. Mombasa network convergence as detailed in Table 4	
7. New Fiber pulling from HQ floors to CBK HQ 2nd Floor Datacenter as detailed in Table 5 (site survey to determine cable will be required)	
8. The Preventive and Labour maintenance will be done on a quarterly basis	
9. Supply of three 48 port standby switches as detailed in Table 6	
10. The vendor has to verify and ensure the proposed Cisco CWDM GBIC/SFP Solution is compatible with existing Cisco 6506 line card.	
11. The firm will honor service requests logged by phone/email/sms or any other mode of communication. Counting of down time will start from the time of logging the service request and will continue till the equipment is properly repaired and a written confirmation to the same effect is obtained from the user.	
12. The firm will ensure 99.9% up time of all the equipments under this contract. For each 1% deficit in guaranteed up time, 2% deduction in the contract amount will be made.	
13. The firm shall maintain all the Equipment satisfactorily till the end of the contract tenure and handover all inventory in good working condition.	
14. In case an equipment/machine is being taken for servicing to the service center, the firm will provide stand-by equipment and will take prior permission of the CBK IMS before taking the equipment out. Cost of transportation and insurance of equipment will be borne by the firm.	
15. The vendor will be responsible for replacement of equipment or parts that fail during servicing	
16. The selected firm will not involve other third party in implementation of services under this Contract period other than the equipment manufacturer.	

SPECIFIC TERMS AND CONDITIONS OF THE CONTRACT

The Network consists of the components given in Table 1. Numbers shown are approximate; actual number may vary, as on the date of take over. Difference if any, is not expected to be materially significant. The vendor will be required to assess the existing network infrastructure and come up with an accurate inventory to be regularly updated.

REQUIREMENTS	**COMPLIANCE Yes/No**
1. In the case of any passive device components failure the vendor is expected to perform corrective maintenance and repairs within the following service levels. a. Emergency Calls (Critical – System down Situation) i. Maximum resolution time will be 1 hour b. Non-emergency Calls (Major - System, in operation but with possibility of degradation No impact on system operation) i. Maximum resolution time will be 2 hours c. Non-emergency Calls (Minor - No impact on system operation) i. Maximum resolution time will be 4 hours d. Complaints of re-laying of cable must be completed within 72 hours from the date of complaints.	
2. In case of any material defect/part failure for active equipment not covered for hardware warranty, the vendor will report and request for spare parts and equipment to be procured by the CBK.	
3. Failure of hardware or software covered by the vendor under the SMARTNET shall be subject to the service levels as provided in this tender. In case of delay on part of the vendor, the vendor shall be liable to pay a compensation of 2% of the cost of the hardware that is down per day, to a maximum of 25% of the cost of the equipment. In the event of the failure of the vendor to repair the hardware within 7 days, CBK will be free to get the equipment replaced from some other source and the firm shall be liable to pay for the entire expenditure incurred by the Bank for the repair/replacement of the equipment and transportation in addition to above financial compensation. The compensation along with the repair charges of the equipment from any other firm shall be deducted directly from the amount of payment to be made by CBK to the tenderer	
4. All active device components logged complaints will be attended within the following Service levels a. Emergency Calls (Critical – System down Situation) i. Maximum response time will be 1 hour b. Non-emergency Calls (Major - System, in operation but with possibility of degradation No impact on system operation) i. Maximum response time will be 2 hours c. Non-emergency Calls (Minor - No impact on system operation) i. Maximum response time will be 4 hours d. Complaints of re-laying of cable must be completed within 72 hours from the date of complaints.	

e. All Network (Core, Distribution and Access) level configurations related problem to be rectified within 2 hours of the complaint. The Network (logical routing & Switching) level configurations problems are to be sorted out within 3 hours of logging service request.	
5. The tenderer must ensure 99.9% uptime for the LAN. The uptime shall be calculated as follows: $$\text{Uptime} = \frac{\text{No. of LAN available hours in month}}{\text{No. of total working hours in a month}}$$	
6. Contractor should have ample ducts and other infrastructure to have the work running. At no time the work will be left undone/incomplete for lack of items at any location. Each job performed by the tenderer will be checked for acceptance. If any particular job is to be done again, then it will be done at the cost of the tenderer.	
7. The tenderer should properly label all the network components like switches, hubs, servers, cables & its conduits, indicating the name of the equipment, configurations, serial no, location, etc. The tenderer will inform in writing before any change of network component is done or any relocation of the same within network, and the vendor should provide the updated details of device / line list accordingly.	
8. The tenderer will take all necessary steps for the preventive maintenance, regular check- ups, fixing loose connections, proper adjustments/tuning/fine tuning on the basis of standard specifications thus ensuring satisfactory performance and maintenance of proper lock and keys for network components on regular/daily basis.	
9. The tenderer will submit a quarterly report to IMS. The tenderer will create a network diagram and clearly indicate all the components and their locations.	
10. The tenderer will place, where necessary, quality adhesive labels on each equipment under warranty in the beginning of contract as well as time to time in future when new equipment are added under annual Contract.	
11. The bidders will provide next business day Smartnet support for the listed smartnet equipment in Table 2 and include the cost of subscription for the maintenance period in the total bid offer price.	

TABLE 1: LABOUR ONLY NETWORK COMPONENTS

SR No	Specification of Item	QTY	RATE	TOTAL COST
NETWORK COMPONENTS				
ACTIVE COMPONENTS - HQ and CBK Pension House				
1	Cisco Catalyst 6509-E Core switch	2		
2	Cisco Catalyst 4506 Server Farm Switch	2		
3	Cisco Catalyst 3560 Distribution Switches	22		
4	Cisco Catalyst 2950 Access Switches	24		
5	Cisco Secure ACS 4.0	3		
6	Cisco Wireless Controller 4400	1		
7	Cisco APN 802.11 Radios	20		
8	Cisco 3900 Router	1		
8	Cisco 3800 Router	6		
9	Cisco 2900 Router	2		
10	Cisco 2800 Router (LAN WAN)	5		
11	Cisco 1900 Series	2		
12	Cisco 800 Series	2		
13	Cisco 1700 router (internet)	1		
14	Cisco 3750 metro (MAN)	3		
15	Cisco 4900 Series	3		
16	Cisco ASA 5500	1		
17	Cisco Wireless Controller	1		
18	New Bridge NTU	1		
19	RAD HTU	2		
20	Radware AppDirector	2		
21	Radware DefensePro	1		
22	Allot Enforcer	1		
23	Checkpoint Firewall	3		
24	Cisco NAC Servers	5		
25	Cisco NAM Servers	3		
PASSIVE COMPONENTS – HQ				
1	Fibre Optic Cables • Light interconnect Units • Mounting Panel	 13 12		
2	Network points • Points • Cabinets	 1500 24		
ACTIVE COMPONENTS - MSA				
1	Cisco 3560	15		
2	Cisco 2800 Router	1		
3	Cisco 2900 XL Access switch	1		

4	Cisco 2950 Access switch	8		
5	Alcatel DTU 2801Mainstreet	1		
PASSIVE COMPONENTS- MSA				
Fibre Optic Cables • Light interconnect Units • Mounting Panel •		4 5		
CAT 5 UTP • Points • Patch Panels • Cabinets		142 9 5		
Passive components maintenance charges used in networking per point. (I.e. Patch Panels, Racks, RJ45 connectors etc.)				
ACTIVE COMPONENTS - KSM				
	Cisco 2800 Router	1		
	Cisco 2950 XL Access switch	1		
	Cisco 2900 Access switch	7		
	RAD DTU	1		
PASSIVE COMPONENTS- KSM				
Fibre Optic Cables • Light interconnect Units • Mounting Panel		4 5		
CAT 5 UTP • Points • Patch Panels • Cabinets		150 10 6		
Passive components maintenance charges used in networking per point. (I.e. Patch Panels, Racks, RJ45 connectors etc.)				
ACTIVE COMPONENTS - ELD				
	Cisco 2800 Router	1		
	Cisco 2900 Access switch	1		
	Cisco 2950 Access switch	6		
	Alcatel DTU 2801Mainstreet	1		
PASSIVE COMPONENTS- ELD				
Fibre Optic Cables • Light interconnect Units • Mounting Panel		6 4		

CAT 5 UTP • Points • Patch Panels • Cabinets		 128 7 4		
Passive components maintenance charges used in networking per point. (i.e. Patch Panels, Racks, RJ45 connectors etc.)				
ACTIVE COMPONENTS - KSMS				
	Cisco 3800 Router	1		
	Cisco 2950 access Switch	1		
	Cisco 3750 Switch Router	1		
PASSIVE COMPONENTS- KSMS				
	Fibre Optic Cables • Light interconnect Units • Mounting Panel	 2 1		
PASSIVE COMPONENTS- KSMS				
	CAT 5 UTP and CAT 6 UTP • Points • Patch Panels • Cabinets	 23 1 1		
Passive components maintenance charges used in networking per point. (I.e. Patch Panels, Racks, RJ45 connectors etc.)				
ACTIVE COMPONENTS – NYERI				
	Cisco 2960 Switch	1		
	Cisco 1800 Router	1		
	CAT 5 UTP • Points • Patch Panels • Cabinets Passive components maintenance charges used in networking per point. (I.e. Patch Panels, Racks, RJ45 connectors etc.)	 30 2 1		
ACTIVE COMPONENTS - NAKURU				
	Cisco 2960 Switch	1		

	Cisco 1800 Router	1		
	CAT 5 UTP • Points • Patch Panels • Cabinets Passive components maintenance charges used in networking per point. (I.e. Patch Panels, Racks, RJ45 connectors etc.)	 20 2 1		
ACTIVE COMPONENTS – MERU				
	Cisco 3750 Switches	2		
	Cisco 1800 Series Router	1		
	CAT 5 UTP • Points • Patch Panels • Cabinets Passive components maintenance charges used in networking per point. (I.e. Patch Panels, Racks, RJ45 connectors etc.)	 30 3 1		
TOTAL COST				

TABLE 2: HARDWARE EQUIPMENT THAT REQUIRE WARRANTY (SMARTNet)

	Model	Serial	SNT	COST
1	WS-C4506	FOX103309TV	CON-SNT-WS-C4506	
2.	WS-C4506	FOX103309TZ	CON-SNT-WS-C4506	
3.	WS-C4948-10GE	FOX1447GSE3	CON-SNT-494810GE	
4.	WS-C4948-10GE	FOX1447GSFT	CON-SNT-494810GE	
5.	WS-C6509-E	SMC1034000X	CON-SNT-WS-C6509	
6.	WS-C6509-E	SMC1034000S	CON-SNT-WS-C6509	
7.	CISCO3825	FHK1010F2QY	CON-SNT-3825	
8.	CISCO3825-HSEC/K9	FHK0916F0H0	CON-SNT-3825HSEC	
9.	AIR-WLC4402-25-K9	FOC1130F071	CON-SNT-WC440225	
10.	CISCO2811-SEC/K9	FCZ094672Y6	CON-SNT-C2811SEC	
11.	CISCO3925/K9	FCZ152120Z8	CON-SNT-3925	
12.	NACMGR-STDFB-K9	KQZCCHL	CON-SNT-NACMSTFB	
13.	NAC3355-1500FB-K9	KQZLHRC	CON-SNT-NAC515MF	
14.	NAC3355-1500FB-K9	KQZLHRR	CON-SNT-NAC515MF	
15.	NAC3315-250-K9	KQZCYXP	CON-SNT-NAC5250	
16.	NAC3315-250-K9	KQZCYXM	CON-SNT-NAC5250	
17.	NAC3315-250-K9	KQZCYYF	CON-SNT-NAC5250	
18.	NAC3315-500FB-K9	KQZCYYB	CON-SNT-NAC5500F	
19.	NAC3315-500FB-K9	KQZCYXX	CON-SNT-NAC5500F	
20.	NAC3315-GUEST-K9	KQZGNCN	CON-SNT-NAC3315G	
21.	CISCO1841	FCZ1408C0TS	CON-SNT-CISCO1841	
22.	CISCO1841	FCZ140860FU	CON-SNT-CISCO1841	
23.	CISCO1841	FCZ1408C0V7	CON-SNT-CISCO1841	
24.	CISCO2801	FCZ094610JX	CON-SNT-C2801	
25.	CISCO2801	FCZ094520ZV	CON-SNT-C2801	
26.	CISCO3825	FHK0916F0HL	CON-SNT-3825	
27.	WS-C2950-12	FAB0532P106	CON-SNT-C2950-12	
28.	WS-C2950-12	FAB0532P102	CON-SNT-C2950-12	
29.	WS-C2950C-24	FAB0538W066	CON-SNT-C2950C24	
30.	WS-C2950C-24	FCZ1035Y11M	CON-SNT-C2950C24	
31.	WS-C2950C-24	FAB0538P0JM	CON-SNT-C2950C24	
32.	WS-C2950C-24	FOC0715W0EQ	CON-SNT-C2950C24	
33.	WS-C2950SX-24	FHK0943Z01Y	CON-SNT-C2950S24	

34.	WS-C2950SX-24	FHK0943W0PH	CON-SNT-C2950S24	
35.	WS-C2950SX-24	FHK0817Z13J	CON-SNT-C2950S24	
36.	WS-C2950SX-24	FHK0829Z13R	CON-SNT-C2950S24	
37.	WS-C2950SX-48-SI	FHK0945W07K	CON-SNT-C2950X48	
38.	WS-C2950T-24	FCZ0945X1AQ	CON-SNT-C2950T24	
39.	WS-C2950T-24	FCZ0948W23R	CON-SNT-C2950T24	
40.	WS-C2950T-24	FOC0727Z2KZ	CON-SNT-C2950T24	
41.	WS-C2950T-24	FOC0725Y3JG	CON-SNT-C2950T24	
42.	WS-C2950T-48-SI	FOC0949Z4XS	CON-SNT-C2950T48	
43.	WS-C2950T-48-SI	FOC0950Y34L	CON-SNT-C2950T48	
44.	WS-C2950T-48-SI	FOC0948ZA6X	CON-SNT-C2950T48	
45.	WS-C2950T-48-SI	FOC0949Z4ZT	CON-SNT-C2950T48	
46.	WS-C2950T-48-SI	FOC0950Y35G	CON-SNT-C2950T48	
47.	WS-C2960-24TT-L	FOC1012X0BQ	CON-SNT-C29602TT	
48.	WS-C2960-24TT-L	FOC1106Y0R6	CON-SNT-C29602TT	
49.	WS-C2960-24TT-L	FOC1012X2DZ	CON-SNT-C29602TT	
50.	WS-C2960-24TT-L	FOC1106Z1W1	CON-SNT-C29602TT	
51.	WS-C2960-24TT-L	FOC1128X38Q	CON-SNT-C29602TT	
52.	WS-C3560-24PS-E	FDO1332X16M	CON-SNT-356024PE	
53.	WS-C3560-24PS-E	FDO1332X17A	CON-SNT-356024PE	
54.	WS-C3560-48TS-S	FDO1234Y19E	CON-SNT-C356048S	
55.	WS-C3560-48TS-S	FDO1206Y01T	CON-SNT-C356048S	
56.	WS-C3560G-24PS-S	FOC1428Y1BN	CON-SNT-3560GPS	
57.	WS-C3560G-24PS-S	FOC1042Y22N	CON-SNT-3560GPS	
58.	WS-C3560G-24PS-S	FOC1042Y20Y	CON-SNT-3560GPS	
59.	WS-C3560G-48PS-E	FOC1026Y2MU	CON-SNT-3560G48E	
60.	WS-C3560G-48PS-E	FOC1044Z8SM	CON-SNT-3560G48E	
61.	WS-C3560G-48PS-E	FOC1044Z8VX	CON-SNT-3560G48E	
62.	WS-C3560G-48PS-E	FOC1044Z8UM	CON-SNT-3560G48E	
63.	WS-C3560G-48PS-E	FOC1044Z8SN	CON-SNT-3560G48E	
64.	WS-C3560G-48PS-E	FOC1044Z8RB	CON-SNT-3560G48E	
65.	WS-C3560G-48PS-S	FOC1031Y3LZ	CON-SNT-3560G48S	
66.	WS-C3560G-48PS-S	FOC1033Y0BH	CON-SNT-3560G48S	
67.	WS-C3560G-48PS-S	FOC1033Y0RZ	CON-SNT-3560G48S	
68.	WS-C3560G-48PS-S	FOC1033Y0S1	CON-SNT-3560G48S	
69.	WS-C3560G-48PS-S	FOC1445Z4SG	CON-SNT-3560G48S	
70.	WS-C3560G-48TS-S	FOC1428W2CY	CON-SNT-356048TS	
71.	WS-C3560G-48TS-S	FOC1428W2ES	CON-SNT-356048TS	
72.	WS-C3560G-48TS-S	FOC1433Y77B	CON-SNT-356048TS	

73.	WS-C3560G-48TS-S	FOC1433Y776	CON-SNT-356048TS	
74.	WS-C3560G-24PS-S	FDO1332X16M	CON-SNT-3560GPS	
75.	WS-C3560G-24PS-S	FDO1332X17A	CON-SNT-3560GPS	
76.	WS-C4948-10GE (MPC8540)	FOX1447GSFT		
77.	WS-C4948-10GE (MPC8540)	FOX1447GSE3		
	TOTAL COST			

TABLE 3: CABLING AND INSTALLATION OF NEW NETWORK POINTS

SR No	Specification of Item	QTY	RATE	TOTAL COST
NETWORK COMPONENTS				
Network Cabling Accessories				
1.	Network Points Below items are to be provided as part of the fifty new network points. • Faceplates • Network modules • Metal trunking cut outs • CAT 6 ethernet cables • RJ 45	30		
2.	Patch Cables (Factory made) • Siemon CAT 6 Patch Cords (5m)	250		
3.	Patch Cables (Factory made) • Siemon CAT 6 Patch Cords (1m)	150		
4.	Patch Cables (Factory made) • Siemon CAT 6 Patch Cords (3m)	250		
5.	Network Cabinet Labels (A4)	100		
6.	Back to Back Power Cables for datacenter usage. • GFC-3R (1.00) VDE H05VV –F LONGWELL-P UL SJT E55333 VW-1 3C 18AWG	50		

TABLE 4: MOMBASA LAN CONVERGENCE

SR No	Specification of Item	QTY	RATE	TOTAL COST
NETWORK COMPONENTS				
Network Cabling Accessories				
1.	Decommissioning of Old Mombasa LAN, mounting and cabinet reorganization of new LAN.	1		
2.	Installation and setup of new additional network points	20		
3.	Patch Cables (Factory made) • Siemon CAT 6 Patch Cords (5m)	10		
4.	Patch Cables (Factory made) • Siemon CAT 6 Patch Cords (1m)	20		
5.	Patch Cables (Factory made) • Siemon CAT 6 Patch Cords (3m)	10		
6	Network Cabinet Labels (A4)	10		
7	UTP 24 Port Patch Panel	5		

NB
Site survey is required for Mombasa Branch

TABLE 5: CABLING AND INSTALLATION OF NEW FIBER NETWORK (BY USE OF FIBER MULTIPLEXERS)

SR No	Specification of Item	QTY	RATE	TOTAL COST
NETWORK COMPONENTS				
Network Cabling Accessories				
1.	CBK HQ Ground Floor Fiber to CBK HQ 2nd Floor Datacenter Wing A and Wing B	300 (meters)		
2.	CBK HQ Mezzanine to CBK HQ 2nd Floor DatacenterWing A and Wing B	240 (meters)		
3.	CBK HQ 2nd Floor to CBK HQ 2nd Floor Datacenter Wing A and Wing B	150 (meters)		
4.	CBK HQ 3rd Floor CBK HQ 2nd Floor Datacenter Wing A and Wing B	200 (meters)		
5.	CBK HQ 4th Floor to CBK HQ 2nd Floor Datacenter Wing A and Wing B	240 (meters)		
6.	CBK HQ 5th Floor to CBK HQ 2nd Floor DatacenterWing A and Wing B	300 (meters)		
7.	CBK HQ 6th Floor to CBK HQ 2nd Floor Datacenter	350 (meters)		
8.	Cisco CWDM GBIC • CWDM-8GBIC-SET1= 2 gray, blue, yellow, or red • CWDM-8GBIC-SET2= 2 violet, green, orange, or brown	8		
9.	8 Port fiber patch panels	4		
10.	Fiber adapters	32		
11.	SC-LC Multimode fiber patch cords (6 Meter)	34		
12.	CWDM-MUX8A= • 8-channel (1470, 1490, 1510, 1530, 1550, 1570, 1590, and 1610) multiplexer/demultiplexer with monitor ports and LC connectors (this product replaces CWDM-MUX-8).	4		

NB

1. The above fiber distances are estimates. A mandatory site survey has to be conducted to get more accurate distances. Above distances can be modified as appropriate after the survey.

2. The vendor has to verify and ensure the proposed Cisco CWDM GBIC/SFP Solution is compatible with existing Cisco 6506 line card.

3. Ensure fiber patch cord length is correct estimate during site survey.

TABLE 6: SPARE SWITCHES AND MOUNTING BRACKETS

Product Number and Description	Quantity	RATE	TOTAL COST
Cisco Catalyst 2960S-48FPS-L	3		
Mounting Brackets • WS-X4948-19CNTR= • Catalyst 4948, Catalyst 4948-10GE	1		

Important Notes:

1. The specifications given in the list above are broad ones and there could be some variation in the specifications/ brand/ make/ model. However the rates are to be given as per the category of the equipment in the Serial No. The quantity may also vary.
2. Tenderers are requested to quote individually for each of the above items for Annual Maintenance Contract on per Unit per annum basis.

OTHER CONDITIONS

i). Conformity to Standards

Unless other standards are specifically mentioned in this specification, all the equipment and its components to be provided, and all design calculations and tests must be in accordance with such authoritative standards of the Manufacturers and Regulating bodies.

ii) Statutory Regulations

The equipment, spare parts and tools forming part of the service under this contract shall comply in all respects with any relevant Kenya statutory regulations, by laws and orders.

iii). Program of Installation

Within one month of acceptance of the Tender, the Tenderer shall forward to the Central Bank an update detailing the programme of service, starting dates and personnel for the complete execution of the contract for the Bank's approval.

a). A chart indicating various tasks to be performed to accomplish routine maintenance. The Chart will also indicate where the Supplier or the Bank is responsible for the specific activity.

b). If at any time during the execution of the supply contract it is found necessary to modify the approved chart the Supplier will inform the Bank and submit to him a modified chart for his approval

iv). Drawings

Supplier shall submit to the Central Bank one manual and detailed drawing of the Banks networking infrastructure and working configurations.

v) Mistake in Drawings

The Supplier shall be responsible for any discrepancies, errors or omissions in the drawings and particulars supplied by him whether such drawings and particulars have been approved by the

Bank or not. The Bank shall be responsible for drawings and information supplied in writing by the Bank to the Supplier.

vi). Manner of Installation

All installations shall be done in the manner set out in the specification or where not so set, to the reasonable satisfaction of the Bank but at all times in accordance with the usual specification and manner of the Manufacturer.

vii). **Delivery**

(i) The Supplier shall transport any equipment supplied by him to the installation site in Nairobi and the branches as stipulated in this Tender Document.

(ii) The equipment so supplied by the Supplier shall be packed or protected for conveyance to the ultimate destinations named in this Tender Document so as to prevent damage or deterioration under normal transport conditions.

(iii) Delivery of the equipment to the ultimate destination shall be completed in accordance with the delivery periods to be stated in the contract document.

viii). Arbitration

(i) Any dispute arising from the terms of the contract or from its interpretation shall be finally settled in accordance with the Kenya Arbitration Act.

(ii) Performance of the contract shall continue during arbitration proceedings unless the Bank shall order the suspension thereof as of any part thereof, and if any such suspension shall be ordered the reasonable expenses of the Supplier occasioned by such suspension shall be added to the Supplier price. No payments due or payable by the purchaser shall be withheld on account of a pending reference or arbitration

ix). Liability for Accidents and Damages

(i) The Supplier shall properly cover up and protect until taken over any part or portion of the equipment liable to damage by exposure to the weather etc, and shall take every reasonable precaution to protect any section or portion of the equipment not taken over against loss or damage from any reasonable cause.

(ii) In the case of loss of or damage to the equipment after delivery arising from or occasioned by cause for which the Supplier is not responsible under the Supply Contract, such loss or damage shall be made good by the Supplier at a price to be agreed between the Supplier and the Bank or in default of agreement to be settled by arbitration.

x). Government Duties, Taxes, Dues Etc

The Supplier shall be liable to pay taxes, customs or other import duties and dues on any part imported in to the Republic of Kenya for the support of the Bank's equipment.

SECTION VII- STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.

2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3

3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modifies accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.

4. The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.

5. The principal’s or manufacturer’s authorisation form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

SECTION VII - STANDARD FORMS

7.1 Form of tender
7.2 Contract form
7.3 Confidential Questionnaire form
7.4 Tender security form
7.5 Performance security form
7.6 Manufacturer’s Authorization Form
7.7 Letter of Notification of Award
7.8 Form Rb 1

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, wed, 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 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 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 **CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

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

Part 1 General

Business Name..
Location of Business Premises ....
Plot No, ...Street/Road..
Postal address ....Tel No. ....Fax Email.............................
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. ………………………………………………………………………………………
	Date……………………………………Signature of Candidate………………………..

7.4 **TENDER SECURITY FORM**

Whereas ………………………………………..[name of the tenderer]

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

(hereinafter called “the Tenderer”)……………………………………………………..

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

Of……………………………………………having registered office at

[name of procuring entity](hereinafter called “the Bank”)are bound unto………………

[name of procuring entity](hereinafter called “the procuring entity”) in the sum of ………..

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this___________ day of 20_________.

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

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

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

____

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

7.5 **PERFORMANCE SECURITY FORM**

To: …………………………………………………………………………………………..

[name of the 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 services](Hereinafter called "the contract")

AND WHEREAS it bas 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 figures]*,

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of ………………………..
[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20

____

Signature and seal of the Guarantors

____

[name of bank or financial institution]

____

[address]

____

[date]

(Amend accordingly if provided by Insurance Company)

7.6 **MANUFACTURER'S AUTHORIZATION FORM**

To [*name of the Procuring entity]* ………………….

WHEREAS …………………………………………………………[*name of the manufacturer]* who are established and reputable manufacturers of ………………….. [*name and/or description of the goods]* having factories at ………………………………… [*address of factory]* do hereby authorize ………………………… [*name and address of Agent]* to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. ………………………. [*reference of the Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

____

[*signature for and on behalf of manufacturer]*

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by an authorized person.

7.7 **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

7.8 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 of ………….20……….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 of ………....20….………

SIGNED
Board Secretary