

KISII COUNTY GOVERNMENT

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COUNTY ASSEMBLY

TENDER DOCUMENT FOR UPGRADE OF THE MULTI-MEDIA HANSARD SYSTEM AT THE KISII COUNTY ASSEMBLY.

***FINANCIAL YEAR 2018-2019
TENDER NO: KCA/GS/010/2018-2019***

**TENDER SUBMISSION DEADLINE: TUESDAY, 22ND FEBRUARY 2019
AT 11:00 AM EAST AFRICAN TIME**

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Introduction

- 1.1 This Standard Tender Document has been prepared for use by public entities in Kenya
- 1.2 The following general directions should be observed when using the document.
 - (a) Specific details should be furnished in the Invitation to Tender and in the special conditions of contract. The final documents to be provided to the tenderers should not have blank spaces or give options
 - (b) The Instructions to Tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and the appendix to instructions to tenderers.
- 1.3
 - (a) Information contained in the Invitation to Tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate and shall indicate any important tender requirements.
 - (b) The Invitation to Tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following the invitation for expression of interest for which the invitation is issued.

SECTION I INVITATION TO TENDER
DATE 7TH /02/2019

TENDER REF NO: KCA/GS/009/2018-2019

**TENDER NAME : UPGRADE OF THE MULTI-MEDIA HANSARD SYSTEM AT
THE KISII COUNTY ASSEMBLY.**

- 1.1 The Kisii County Assembly invites sealed bids from eligible candidates for **Upgrade of the Multi- Media Hansard System at the Kisii County Assembly.**
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at **Kisii County Assembly Procurement Office P.O Box 4552-40200 Behind Old Municipal Building** during normal working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates by downloading from the Kisii County Assembly website: www.kisiiassembly.go.ke
- 1.4 **All tender documents must be serialized**

Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at the reception of Block B of Assembly offices) or be addressed to

THE CLERK KISII COUNTY ASSEMBLY
P.O BOX 4552-40200,
KISII

So as to be received on or before **FRIDAY, 22ND FEBRUARY 2019 AT 11:00 AM East African time**

- 1.5 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.
- 1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Kifaru boardroom **AT 11:00 AM**

For **CLERK KISII COUNTY ASSEMBLY**

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

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

2.2 Eligible Goods

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

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

- 2.3.2 The price to be charged for the tender document shall not exceed Kshs.0 /=-
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4. The Tender Document

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
- (i) Invitation to Tender
 - (ii) Instructions to tenderers
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract
 - (v) Schedule of requirements
 - (vi) Technical Specifications
 - (vii) Tender Form and Price Schedules
 - (viii) Tender Security Form
 - (ix) Contract Form
 - (x) Performance Security Form
 - (xi) Bank Guarantee for Advance Payment Form
 - (xii) Manufacturer's Authorization Form
 - (xiii) Confidential Business Questionnaire
- 2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.5 Clarification of Documents

- 2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity.

Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

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

2.6 Amendment of Documents

- 2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.
- 2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

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

2.8 Documents Comprising of Tender

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

(d) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

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

2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be 60 days from the date of opening of the tender.

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications

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

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

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

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

2.13 Goods Eligibility and Conformity to Tender Documents

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

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

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

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

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

2.14 Tender Security

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

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

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

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

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

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

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27
 - or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

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

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

2.16 Format and Signing of Tender

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

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

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

2.17 Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes shall:

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

(b) bear, tender number and name in the Invitation for Tenders and the words, “**DO NOT OPEN BEFORE,**” **FRIDAY, 22ND FEBRUARY 2019 AT 11:00 AM**

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

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

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **FRIDAY, 22ND FEBRUARY 2019 AT 11:00 AM**

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

2.19 Modification and Withdrawal of Tenders

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

2.19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by

a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

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

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

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

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **11:00 AM FRIDAY, 22ND FEBRUARY 2019**) and in the location specified in the Invitation to Tender.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.20.3 The Procuring entity will prepare minutes of the tender opening.

2.21 Clarification of Tenders

2.21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.21.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

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

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and 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 forfeited. If there is a discrepancy between words and figures the amount in words will prevail

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

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 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.

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

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

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

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

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

2.25 Preference

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

2.26 Contacting the Procuring entity

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

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

2.27 Award of Contract

(a) Post-qualification

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

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

2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of

the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

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

(c) Procuring entity's Right to Vary quantities

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

(d) Procuring entity's Right to Accept or Reject Any or All Tenders

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

2.28 Notification of Award

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

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

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

2.30 Performance Security

- 2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

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

- 2.31.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	<i>As per the set criteria</i>
2.14.1	Ksh.150,000 valid for 120 days
2.18.1	FRIDAY, 22ND FEBRUARY 2019 AT 11:00 AM
2.29.1	<i>As in 2.18.1 above</i>
2.29.1	5% of tender sum upon award

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

3.2 Application

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

3.3 Country of Origin

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

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

- 3.5.1 The tenderer shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

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

3.7 Performance Security

- 3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.
- 3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.
- 3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date

of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 Inspection and Tests

- 3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

- 3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 Delivery and Documents

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

3.11 Insurance

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

3.12 Payment

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

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

3.13 Prices

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

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

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

3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

3.14. Assignment

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

3.15 Subcontracts

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

3.16 Termination for default

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

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

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

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

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

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

3.19 Language and Law

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

3.20 Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.

- (a) Information that complement provisions of Section III must be incorporated and
- (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

42. Special conditions of contract as relates to the GCC

REFERENCE GCC	OF SPECIAL CONDITIONS OF CONTRACT
3.7.1	The successful bidder will furnish the procuring entity with a performance security equivalent to 2% of the bid price within 15 days from the date of notification of award
3.12.1	One installment upon signing of the contract
3.18.1	Kenya Law Disputes to be settled as per the Arbitration Laws of Kenya
Notices	Clerk Kisii County Assembly P.O Box 4552-40200 Kisii,

AWARD CRITERIA

Award of the contract will be based upon the most responsive Vendor whose offer will be the most advantageous to Kisii County Assembly in terms of cost, functionality, and other factors as specified elsewhere in this document.

The bid will be evaluated using the following process:

- Stage 1: Verify each bids compliance to the mandatory Criteria and disqualify any bids that fail to meet these.
- Stage 2: For bids that pass the Mandatory Criteria, evaluate and score each one, using the desirable criteria and weights under technical and financials.

8.1. Mandatory Criteria

The proposal must meet all of the following mandatory criteria and clearly demonstrate that these are met in a substantially unaltered form. If the proposal fails to meet one of these criteria, it will receive no further consideration during the evaluation process and be deemed non-compliant. There is mandatory site visit and vendors are advised to contact the addresses above or physically visit Procurement or ICT offices at the county headquarters to be assisted to conduct the visits. They will be required to fill a form thereafter to be part of documents to be submitted.

1. Certificate of incorporation
2. Valid tax compliance certificate
3. Current Single Business Permit / Trade License
4. Duly filled and stamped form of tender
5. Duly filled and stamped Tender and Business Questionnaire
6. Dully filled and signed Site visit form

Technical Criteria

If the proposal meets the mandatory Criteria it will be further evaluated using the technical Criteria. Scores will be recorded for each criterion and a total score will be determined.

The number of points to be given under each of the evaluation criteria are shown in the table that follows:

Item Description	Marks Allocated (Maximum)
Personnel: Availability of Technical staff to carry out the implementation. Verifiable certified CVs and Certificates of Project Manager (1) and Technicians (minimum 2 staff) MUST be provided ✓ Project manager CV and Certifications (5Marks) 5 ✓ Technicians CV and Certifications ,Relevant Skills and Experience of the company (sub contracted technical, joint venture company) in similar projects 10 Project Manager Qualifications and experience ➤ Relevant degree in Engineering or related field ➤ At least 5 years working having worked on at least Five projects in Kenyan county assemblies or contracted technical personnel / company have worked in minimum Five county assembly in the digital conference system 10 Technicians qualifications and experience ➤ At least a diploma in sound engineering, or related field ➤ Certified international bodies (Botch, Cisco,etc) ➤ At least 5 years working having worked on at least Five similar projects or assignment 15 Verifiable certified CVs means that each CV must be signed by the owner	
Compliance with the Technical Specifications: Bidder to provide a response to all technical specifications that justifies the offer. Cross Reference to and highlighting key items on the supporting documents is a MUST. ✓ Detailed description schematic engineering drawing , integration with both video audio and software compliance to the technical specifications provided in this Bid document (5 Marks) 10 ✓ Systems Compliance with relevant international industry codes and standards provided by manufacturer (5 Marks) 10 ✓ Bidders should provide details of the Service Level Agreements they will commit to (5 Marks) 5	
Integrated System Design: Bidder to attach their proposed detailed design solution showing how all the individual components will be connected, integrated and optimized based on the assembly design. ✓ Architectural Designs of the key components of the desired Multimedia system (2Marks) 5 ✓ Project Design System should be capable of combining audio and video technology Live broadcast streaming build with industry leading IT Technology (3 Marks) 5	

Specific experience of the Bidder(Firm) related to similar services: Bidder to provide three (5)Reference Projects from local county assemblies in Kenya	15
Manufacturer Support Documentation Warranty provided should not be less than one year (1 Marks) The Manufacturer Support Documentation and brochures are to be used to ascertain the suitability of the equipment being offered by the Bidder, and Bidder not complying with this requirement will be considered non-responsive and shall subsequently be disqualified from technical evaluation.	5
Training/Knowledge Transfer on operation and usage of the system / Delivery period. Training: The Bidder should provide a comprehensive training and work plan: Due to the criticality of this project a bidder should provide a reasonable timelines. This should not be more than 3 weeks	5
Total	100

Financial evaluation

Only tenders scoring 75 points or more (of a maximum of 100 points) against the Technical Award Criteria will have their financial proposal evaluated.

The evaluation will be made on the basis of the Tender Price offered and filled by the tenderers in the Tender Form.

The tender with the lowest Financial Proposal, within the allowable estimate variations, receives 100 points. The others are awarded points by means of the following formula:

$\% \text{ Financial Score} = (\text{cheapest Price} / \text{Price of the tender being considered}) * 100.$

The Financial Offers will be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee.

The winner shall be awarded best on both financial and technical scores

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

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

SECTION VI - SCHEDULE OF REQUIREMENTS

1. Scope of Work

These guidelines are to serve as the minimum requirements for the **upgrade of the multimedia hansard system** including all materials, equipment, and labor necessary to install, repair, upgrade all detailed systems

Service features and deliverables will include, but not limited to:

- i. Upgrade of the hansard system.
 - Conduct a site check with the designated personnel
 - Collect data from the relevant designated personnel, including equipment model information, functionality, location of equipment etc before delivering service onsite.
 - Deliver equipment (if any) to the site.
- ii. Provide manufacturer manuals or user guides in electronic format or from downloadable link. Tailor-made manuals/user guides excluded for major upgrades or functional changes introduced to the existing system
- iii. Review the design and identify any gaps. Do a final documentation of actual solution layout.
- iv. Preparation of installation, test, and commissioning reports in form of detailed as-built-document and supply of technical reference manuals.
- v. Comprehensive warranty support for a period of one year after completion of works where applicable.
- vi. The equipment and materials to be supplied shall conform in all respects to the specifications. Unless another standard is specifically mentioned in this specification, all materials and practices employed in the works must all be in accordance with the authorized standards.
- vii. Repair and restore to its original state any type of alterations or any kind of damages on the building that were caused by the installation of cables and other project-related equipment.

The vendor is expected to undertake the following works satisfactorily as per the scope for each

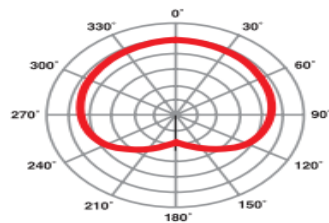
Microphone replacement and configuration

The current system **PTN D-3200 Series** uses 5 pin gooseneck microphones that are 30cm long this has largely affected the sensitivity of and pick up of sound. All these are required to be replaced by longer compatible microphones (50cm long). The vendor is expected to undertake this replacement and configure all the units to optimum operation as per manufacturer standards.

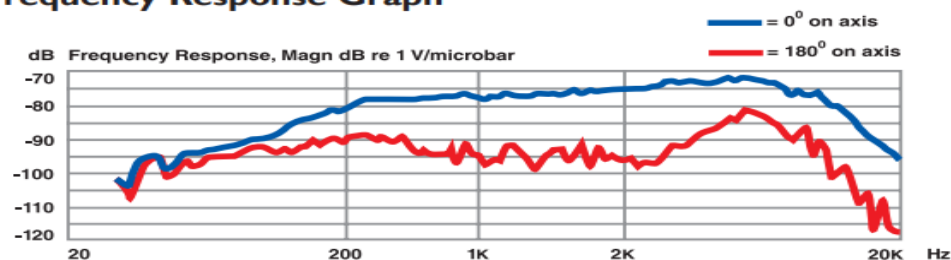
Specifications for microphones

Specifications	Specification
Impedence	400 ohm
Crosstalk attenuation	>80db
Microphone type	Condenser
Polar pattern	Electret Cardoid
Frequency Response	40hz-16khz
Signal to noise ratio	>80db
Sensitivity	-46 dBv/pa
Element	Moving coil dynamic
Material	Zinc die cast
Length of microphone	600mm
Color	Black

Polar Graph



Frequency Response Graph



Video Broadcast

KCA wishes to have HD video broadcasted to the specific offices and boardrooms as indicated below;

1. Clerk's office
2. Speakers Office
3. Clerks boardroom
4. Speakers boardroom
5. Hansard editor office
6. Hansard Pool

The main link should be extended over a fiber cable to be terminated as indicated in the drawings and ensure the link meets the set minimum specifications provided

The optical Fiber cable (OFC) already in place shall be used to connect to the buildings (Chambers, Cafeteria, Block A& Block B) with splitters and joint closures

All spliced strands shall be tested with an OTDR. The strands shall be tested from end to end

Installation

- ✓ The installation shall be in strict accordance with all applicable codes and standards, the respective manufacturer's written instructions, contract drawings, and these specifications. All materials, equipment, and devices shall be new and unused, of current manufacturer of the highest grade, free from defects.
- ✓ Workmanship shall be of the highest grade in accordance with modern practice. The installed system shall be neat, clean, and well organized in appearance. Provide working clearances for normal system operation, reconfiguration, and repair.

Cabling

- ✓ Installation of all cables SHOULD adhere to the standards of cabling support systems per TIA/EIA 568A.
- ✓ NO cables shall be supported by the ceiling grids or trusses. d) All cables and connectors shall be labeled
- ✓ No distortion due to kinks, sharp bends or excessive hauling tension shall be allowed.
- ✓ Cables shall be run in a manner eliminating any possibility of strain on the cable itself or on the terminations.
- ✓ Cables shall be kept at a minimum distance of 150mm from items liable to become hot or cold beyond normal operating temperatures
- ✓ Bending radii shall be not less than eight times the overall cable diameter. j) The manufacturers hauling tension shall not be exceeded
- ✓ All cable ties and fixings shall be tightened to support the cable loom without distortion of the cable sheath.

Splicing

- ✓ Splicing of the single mode fiber optic cable main segment shall be kept to a minimum.

Restoration

- ✓ All areas shall be restored using cables and/or the materials which existed earlier before excavation.

Inner duct

- ✓ All underground fiber optic cable shall be placed inside inner duct/conduit.

Warning Tape

- ✓ The inner duct should be placed with a warning tape for notification

Testing

- ✓ Final Testing: Fiber optic cable shall be tested for insertion loss by following the EIA/TIA Optical Fiber Link

All the OFC Cables should conform to the following standards:

- ANSI/IEEE C2, National Electrical Safety Code.
- ANSI/TIA 568, Commercial Building Telecommunications Cabling Standard
- ANSI/TIA 569, Commercial Building Standard for Telecommunications Wiring Pathways and Spaces
- ANSI/TIA 606, Administration Standard for Commercial Telecommunications Infrastructure.
- ITU-T G652 Characteristics of a Single-mode Optical Fibre and Cable; Table 4G.652.D Attributes.
- IEC 60793-1 Optical Fibers – Measurement Methods and Test
- IEC 60793-2-50 Optical Fibers – Product Specifications – Sectional Specifications for Class B single-mode Fiber.
- IEC 60794-3 Optical Fibers – Product Specifications – Outdoor Cable.

Design Requirements:

Taken into consideration while undertaking the design of the Kisii county assembly optical fiber link; the new fiber routes must make best use of existing and new infrastructure to maintain the integrity of new cables.

Specifications of the Single Mode OFC cable:**Zero-Dispersion Wavelength**

The single-mode fiber shall have zero-dispersion wavelength around 1310 nm and shall be optimized for use in the 1310 nm wavelength region. The zero dispersion wavelength shall not be more than $\lambda_{0\max}=1324$ nm and less than $\lambda_{0\min}=1300$ nm. The fiber shall also be suitable for use in the 1550 nm region, where this fiber is not optimized for use.

Mode Field Diameter

The nominal value of the mode field diameter at 1310 nm shall lie within the range of 8.6 to 9.5 nm. The mode field diameter deviation shall not exceed the limits of + 0.6 nm of the nominal value for G652D and + 0.4 nm for G657 A2.

Cladding Diameter

The nominal value of the cladding diameter shall be 125.0 nm. The cladding diameter deviation shall not exceed the limits of + 1 nm.

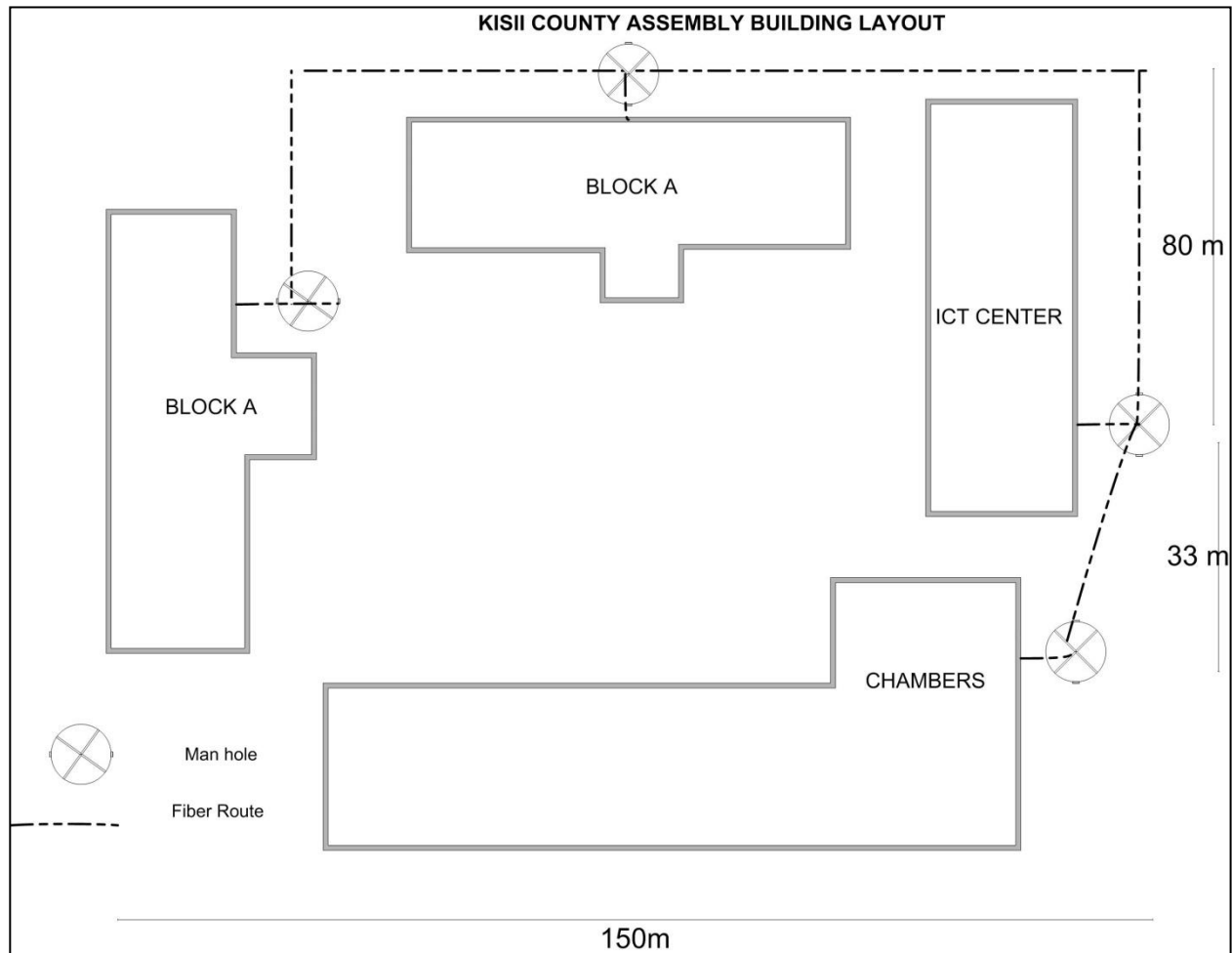
Mode Field Concentricity Error:

The mode field concentricity error at 1310 nm shall not exceed 0.6 m for G 652D and 0.5 m for G657 A2.

Cladding Non-Circularity

The cladding non-circularity shall be less than 1%.

Fiber primary coating shall be made of Acrylate or silicon rubber. The physical and chemical properties of the material used for the fiber primary coating, and the best way of removing it shall be furnished with Tender Response for the purpose of evaluation and design approval.



Video Switching

The vendor is expected to supply install and configure HD video switches at each block to receive the link from the control room and redistribute it to the offices, all equipment along the transmission should ensure an HD signal output with minimal degradation

- ✓ Input: provide for at least one VGA input with one audio input, two HDMI inputs.
- ✓ Output: at least three HDMI outputs, one de-embedded audio output.
- ✓ HDMI inputs to support resolution up to 4K@60Hz 4:4:4 8bit and HDCP 2.2;
- ✓ VGA input to supports up to 1920 x 1080@60Hz.
- ✓ Built-in scalar to support output up to 4K@60Hz 4:4:4 8bit.
- ✓ Auto Signal switch, follows the Last-In-First-Out rule, which allows to output the most recently connected or selected active source.
- ✓ To Offer the guide screen to convey basic connection instructions for user access during presentation
- ✓ To Support static IP and DHCP
- ✓ Able to turn on/off the displays automatically with built-in CEC and RS232 controller.
- ✓ Fast switch
- ✓ Provide several control approaches: front panel buttons, LAN (Telnet & Web GUI).

a. Digital video recording

The current solution records video in an encrypted format that is challenging in retrieval, editing and is storage intensive. We require a storage that will overcome these challenges the solution should support the following features

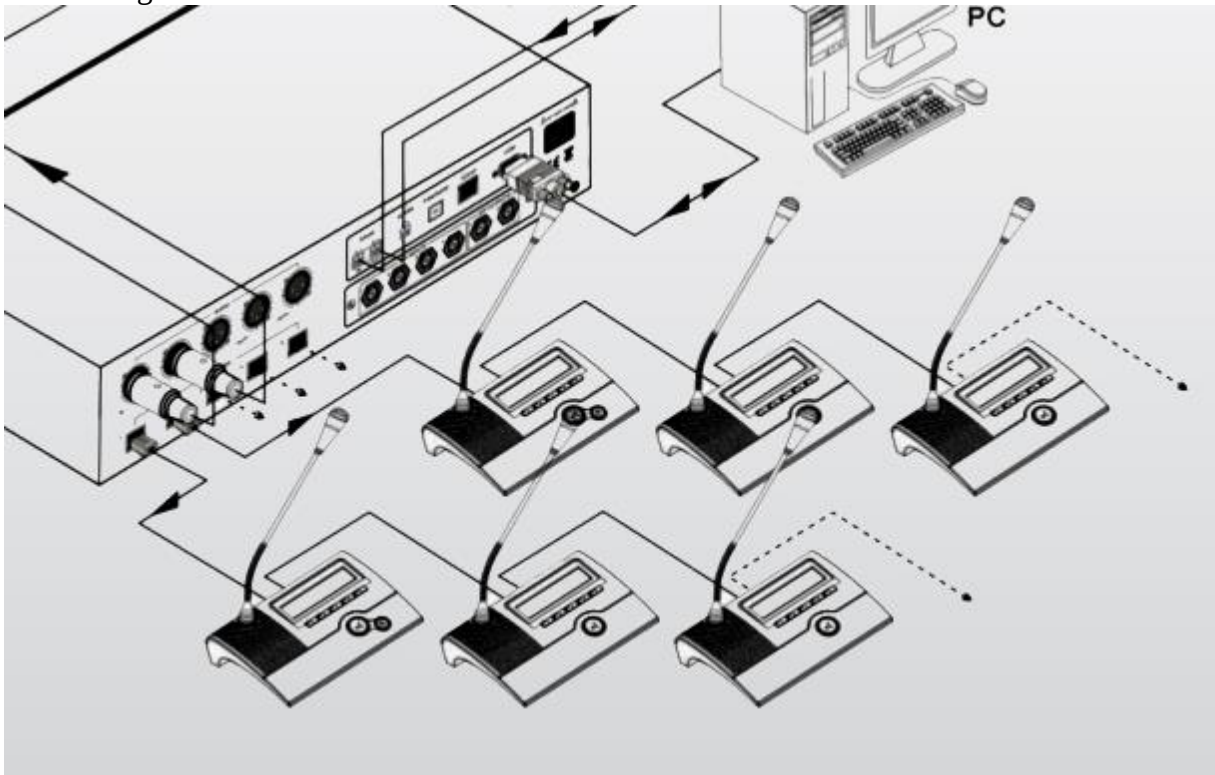
1. Support HDMI , VGA, TV 3 Out
2. Support Onvif& Multi - Protocols
3. Digital zoom function in both preview & playback
4. Support Cloud network function (P2P: Plug&Play)
5. Advanced time bar playback function can make playback exact to a second
6. Support Built - in free DDNS
7. Support mobile hard disk backup

Recording	
Video compression	H.264/MPEG4 AVC(upto main profile 5.0)
Audio Compression	G.711A, G.726
Image Encoding	Adjusting encoding quality, variable code stream/fixed code stream
Dual Stream	Support
Resolution	5MP/3MP/1080P/960H/720P/VGA/4CIF/DCIF/2CIF/CIF/QCIF
Network	
Ethernet	Rj45
P2P	support
Backup	support
Cloud Storage	Support
Network Protocol	TCP/IP, UDP, HTTP, RTP/RTSP

Network Functions	DHCP, PPPOE, DDNS,SMTP,SNTP,FTP,UPnP,P2P,3G
Remote operation	Monitoring, download and playback
Hard disk	
Hard Disk	4 SATA ports
HDD Management	Hard disk hibernation, HDD faulty alarm raid

b. System cable overhaul and rerouting

The current system uses cat6E cables in a daisy chain fashion as indicated, the cables having been in use for a long period have been degraded with a number of loose connection. The vendor is expected to reroute all cables to a secure but aesthetic route with no consideration to the existing routes.



The vendor shall ensure that;

- ✓ Installation of all cables SHOULD adhere to the standards of cabling support systems per TIA/EIA 568A.
- ✓ NO cables shall be supported by the ceiling grids or trusses.
- ✓ No distortion due to kinks, sharp bends or excessive hauling tension shall be allowed.
- ✓ Cables shall be run in a manner eliminating any possibility of strain on the cable itself or on the terminations.
- ✓ Cables shall have no joints or splices
- ✓ Cables shall be kept at a minimum distance of 150mm from items liable to become too hot or cold
- ✓ Bending radii shall be not less than eight times the overall cable diameter.
- ✓ The manufacturers hauling tension shall not be exceeded
- ✓ All cable ties and fixings shall be tightened to support the cable loom without distortion of the cable sheath.
- ✓ Enhanced UTP 4 pair shall be of cat 6 grade and exceed ANSI/TIA/EIA-568-Aj and ISO/IEC 11001 standards. Cat 6 structured cabling shall be used throughout the entire installation.
- ✓

No.	Description	Total	Unit	Rate (Kshs.)	Total (Kshs.)
Microphone replacement and configuration					
	Stem Microphones	75			
	Microphones windscreen	75			
	Installation configuration and testing	1			
	Sub Total				
Digital video recording					
	Digital Recorder	1	No		
	2TB Harddisk	3	No		
	Installation configuration and testing	1	lot		
	Sub Total				
Cable replacement and rerouting					
	Data Cable Roll	15	No		
	Power cable Roll	1	No		
	Enclosures	1	lot		
	Connectors	1	lot		
	Installation configuration and testing	1	lot		
	Sub Total				
Video Extension to offices					
	Video matrix Switcher	2	No		
	HDMI over Fiber Extender	3	No		
	HDMI cables	10	No		
	single mode 12 Core Optical Fiber Cable	400	M		
	HDPE (32mm) Pipe and accessory materials	400	M		
	warning tape	400	M		
	GI Steel pipe wall mounting	10	No		
	closure kits	4	No		
	12 Core ODF	6	No		
	Removing backfilling and restoration of cabros & excavation of soil	400	M		
	Splicing of the OFC cable (Both sides) 12*2	48	Core		
	pig tails	48	No		
	patch chords (SC to LC	48	No		
	Installation configuration and testing	1	Lot		
	Sub total				
	<i>Any other accessories specify</i>				
	A				
	b.				
	Allow for 5% Contingencies				
	Sum Total				
	VAT 16%				
	Grand Total				

SECTION VIII - STANDARD FORMS

Notes on the sample Forms

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. Performance Security Form - 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 security in the form provided herein or in another form acceptable to the procuring entity.
6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
7. Manufacturers Authorization Form - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8.1 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 receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(insert equipment description)* in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

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

4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 – General:

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

	Part 2 (a) – Sole Proprietor Your name in full Age Nationality Country of origin • Citizenship details •																								
	Part 2 (b) Partnership Given details of partners as follows: <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship Details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.				2.				3.				4.							
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 <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship Details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.....				2.....				3.....				4.....				5.....			
Name	Nationality	Citizenship Details	Shares																						
1.....																									
2.....																									
3.....																									
4.....																									
5.....																									
Date	Signature of Candidate																								

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

8.3 TENDER SECURITY FORM

Whereas [name of the tenderer]
(hereinafter called “the tenderer”) has submitted its tender dated
..... [date of submission of tender] for the supply, installation and
commissioning of [name and/or description of the
equipment] (hereinafter called “the Tender”)
..... KNOW ALL PEOPLE by these
presents that WE of having our
registered office at (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 amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender 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)

8.4 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 goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of [*contract price in words and figures*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

To
[*name of Procuring entity*]

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

8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To
[name of Procuring entity]

[name of tender]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, [name and address of tenderer](hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [amount of guarantee in figures and words].

We, the [bank or financial institutions], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding [amount of guarantee in figures and words]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.7 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 a person competent.

8.8 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

8.9 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.....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