

**BANKI
KUU YA
KENYA**



**CENTRAL
BANK OF
KENYA**

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TENDER DOCUMENT

**SUPPLY, INSTALLATION AND COMMISSIONING OF VIDEO
CONFERENCING SOLUTION FOR THE CENTRAL BANK OF
KENYA**

TENDER NO. CBK/33/2013-2014

CLOSING DATE: 8TH APRIL, 2014 AT 10.30 A.M.

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SECTION I INVITATION TO TENDER

TENDER REF. NO. CBK/33/2013-2014

TENDER NAME: SUPPLY, INSTALLATION AND COMMISSIONING OF VIDEO CONFERENCING SOLUTION FOR THE CENTRAL BANK OF KENYA

1. The Central Bank of Kenya invites sealed tenders from eligible candidates for Supply, Installation and Commissioning of Video Conferencing Solution with a well-established and reliable Provider.
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 Estates, Supplies and Transport 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 **120 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 ESTATES, SUPPLIES & TRANSPORT

SECTION II - INSTRUCTIONS TO TENDERERS
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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 Appendix to Instructions to Tenderers. Successful tenderers shall complete the supply, install and commissioning of the equipment by the intended completion date 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 goods 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 Eligible Equipment

- 2.2.1 All equipment to be supplied and installed 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 equipment(s) are 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 equipment is distinct from the nationality of the tenderer and shall be treated thus in the evaluation of the tender.

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 Ksh 5000.00

2.3.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.4. Contents of 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 Form
- (xiv) Declaration form

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 Tender Documents

2.5.1 A prospective tenderer making inquiries of the tender documents may notify the Procuring entity in writing or by post 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 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 Tender Documents

2.6.1 At any time prior to the deadline for submission of tender, 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.

2.6.2 All prospective tenderers that have obtained 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 the 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 2.12 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 2.13 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
- (e) Confidential Business Questionnaire

2.9 Tender Form

2.9.1 The tenderer shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the equipment to be supplied, installed and commissioned and a brief description of the equipment, 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 where applicable and total tender price of the equipment and installation it proposes to supply under the contract.

2.10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (i) the price of the equipment quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable;
- (ii) charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination; and
- (iii) installation charges shall also be indicated separately for each equipment

2.10.3 Prices quoted by the tender shall remain fixed during the Tender's performance of the contract. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22 unless otherwise agreed by the parties.

2.11 Tender Currencies

2.11.1 Prices shall be quoted in the following currencies:

- (a) For equipment that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya Shillings; and
- (b) For equipment that the tenderer will supply from outside Kenya, the prices may be quoted in US Dollars or in another freely convertible currency.
- (c) Cost of installation and commissioning will be in Kenya Shillings.

2.12 Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 2.1. the tenderers 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.

2.12.1 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

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

- (a) that, in the case of a tenderer offering to supply equipment under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the equipment, Manufacturer or producer to supply the equipment
- (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 Document

2.13.1 Pursuant 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 equipment which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of 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 equipment 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 equipment
- 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 equipment for a period of two (2) years, following commencement of the use of the equipment 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 commentary 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 and form specified in the Appendix to Instructions to Tenderers.

2.14.2 The tender security shall be in the amount not exceeding 2 percent 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) Cash
- b) A bank guarantee
- c) Such insurance guarantee approved by the Authority
- d) Letter of credit.

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
 - 1. or
 - ii) to furnish performance security in accordance with paragraph 2.28
- c) If the tenderer rejects correction of an arithmetic error in the tender.

2.15 Validity of Tenders

2.15.1 Tenderers shall remain valid for 60 days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.20. 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. 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 on the Invitation to Tender.

(b) bear the tender number and name in the Invitation to Tender and the words “DO NOT OPEN BEFORE (day, date at time of closing)”

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 not later than (*the time and date specified*).

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

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

2.19 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

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at (*the time, on the date*) and in the following location.(*address of the procuring entity*)

The tenderers' representatives who are present shall sign a tender opening 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 and Responsiveness

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 may be 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 those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

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

2.24.2 The Procuring entity's evaluation of a tender will exclude and not take into account

- (a) in the case of equipment manufactured in Kenya or equipment of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenderer; and

- (b) any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

2.24.3 The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.

2.24.4 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 2.23.5 and in the technical specifications:

- (a) delivery and installation schedule offered in the tender;
- (b) deviations in payment schedule from the specifications in the Special Conditions of Contract;
- (c) the cost of components, mandatory spare parts and service;
- (d) the availability in Kenya of spare parts and after-sales service for the equipment offered in the tender;

2.24.5 Pursuant to paragraph 2.24.4 the following evaluation methods will be applied

(a) *Delivery schedule*

- (i) The Procuring entity requires that the equipment under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries 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 of 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.

(c) *Spare parts and after sales service facilities*

Tenderers must offer items with service and spare parts back-up. Documentary evidence and locations of such back-up must be given. Where a tenderer offers items without such back-up in the country, he must give a documentary evidence and assurance that he will establish adequate back-up for items supplied.

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

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

2.25 Contacting the Procuring Entity

2.25.1 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.

2.25.2 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.

2.26 Award of Contract

(a) Post-Qualification

2.26.1 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.

2.26.2 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.

2.26.3 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

2.26.4 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.

2.26.5 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.

(c) Procuring Entity's Right to Accept or Reject Any or All Tenders

2.26.6 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 tenderer of the grounds for the procuring entity's action

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

2.26.8 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.

2.26.9A tenderer who gives false information in the tender document about is 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.

2.27 Notification of Award

2.27.1 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.

2.27.2 The notification of award will signify the formation of the Contract but will have to wait until the contract is finally signed by both parties. Simultaneous other tenderers shall be notified that their tenders have not been successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29, the Procuring entity will simultaneously inform the other tenderers that this tenderers have not been successful

2.28 Signing of Contract

2.28.1 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.

2.28.2 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.

2.28.3 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.

2.29 Performance Security

2.29.1 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.

2.29.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.28 or paragraph 2.29 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.

2.30 Corrupt or Fraudulent Practices

2.30.1 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 and will not be involved in corrupt or fraudulent practices.

2.30.2 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.

2.30.3 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
2.3.2	The price to be charged for the tender document shall Kshs. 1,000.00
2.11.1	All Prices to be quoted in Kenya Shillings.
2.14.1	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 150 days from the date of tender opening.
2.15.1	Tender shall remain valid for 120 days after the date of tender opening prescribed by the Procuring entity.
2.16.1	Only one “ORIGINAL TENDER” document will be submitted
2.17.1(b)	The inner and outer envelopes shall bear the tender number and name in the Invitation to Tender and the words “DO NOT OPEN BEFORE 8TH April, 2014 at 10.30 A.M ”
2.18.1	Tenders to be received not later than 8th April, 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.
2.26.6	The tender evaluation committee shall evaluate the tender within 15 days of the validity period from the date of opening the tender.
2.29.1	Performance security shall be 10% of the contract amount

ADDITIONAL INFORMATION ON APPENDIX TO INSTRUCTIONS TO TENDERERS

- i. The Tenderer is required to check the number of pages in this document and should any be found to be missing or the figures indistinct, he must inform the Employer at once and have the same rectified. Should the Tenderer be in doubt about the precise meaning of any item, words or figures, or for any reason whatsoever observe any apparent omission of words or figures, he must inform the Employer in order that the correct meaning may be decided upon before the date for the submission of the tenders.
- ii. The Tenderer shall not alter or otherwise qualify the text of the specifications. Any alteration or qualification made without prior notification to the Employer and receipt of his written authority will be ignored and the text of the specification as printed will be adhered to.
- iii. The Tenderer will be required to submit his tender in accordance with the specifications and all conditions in this tender document.
- iv. Tenderers are required to make a site inspection at their own cost to verify the scope of the specified works before tendering. Arrangement for accessing the site during tendering will be made with the Engineer. No claims for lack of information will be entertained after opening of the tenders.
- v. The Bank will expect the highest quality of workmanship. Therefore, workmanship below the expected standards will be replaced at the cost of the Contractor.
- vi. All prices entered in the Bills of Quantities shall be **in Kenya Shillings** inclusive of all Government taxes and no claims for lack of understanding or omission in this regard will be accepted after the award of the tender. Therefore, Tenderers are required to ask for clarifications where and if necessary before submitting their tenders.
- vii. The Tenderer shall include all preliminaries e.g. insurance, security etc in the priced items. A separate claim for preliminaries will not be honored.
- viii. Any amount allowed for contingency shall be expended only with written authority of the Employer.
- ix. The tender will be a firm lump sum figure in Kenya shillings, to cover all works. No variations will be accepted after the award of tender.

- x. Payment for the works will be made upon certified sectional completion less retention. No claim for advance payment will be entertained.
- xi. The Defects Liability Period and free maintenance for the work shall be **Twelve(12) months**.
- xii. The Contractor will be required to maintain a high standard of cleanliness and housekeeping at the site. He/she will regularly cart away all debris or unwanted materials from the site and clear the site prior to the date of handover of the completed works.
- xiii. Security of the Bank property within the contract works will be the responsibility of the Contractor.
- xiv. Working hours shall be **Monday to Friday from 8.00 am to 5.00 pm** except Public Holidays. Working outside these hours will be allowed only with the written authority of the Bank.
- xv. The site for the works is a reasonably quiet office environment. The successful Tenderer will at all times make sure that the residents and their neighbors are **NOT** subjected to undue inconvenience throughout the entire contract period.
- xvi. If the supplier has any specific conditions with regard to this tender he should specify them with the tender. Such conditions will not be accepted after the award of the tender.
- xvii. Canvassing directly by the Tenderer or by proxy shall lead to automatic disqualification of his tender.
- xviii. The Bank will not be bound to accept the lowest or any tender.

EVALUATION CRITERIA

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

- A. Stage 1: Compliance with Mandatory Requirements;
- B. Stage 2: The Technical Evaluation
 - i. Detailed Technical Evaluation on Specifications
 - ii. Technical Evaluation on Capacity to Deliver the Service
- C. Stage 3: Site visit Demo
- D. Stage 4: The Financial Evaluation (quoted prices)

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 valid Tax Compliance certificate issued by Kenya Revenue Authority (KRA), valid as at the tender closing date	
MR 3	Provide copies of audited accounts for the company for the last three accounting years.	
MR4	Provide Tender Security (Bid Bond) of KShs.50,000.00 from a Bank or Insurance Company approved by PPOA, or in any other form acceptable by the bank	
MR5	Provide proof of authorization from the Manufacturer to sell/service the product in Kenya. A letter of authorization/recommendation should be signed by the manufacturer of the hardware.	

B. Technical Evaluation:

Tenderers meeting all the mandatory requirements shall have their bids evaluated against compliance with technical requirements given below;

B(i). Detailed technical evaluation on specifications

At this stage tenderers will be evaluated on their compliance to the technical specification for each item as provided in section VI. Tenderer will be required to meet the minimum technical specification for all the items to qualify to the next stage of Technical Evaluation (Capacity to Deliver the Service).

B(ii). Technical Evaluation on Capacity to Deliver the Service (80% of total Weight)

NO.	EVALUATION ATTRIBUTE	RESPONSE/Criteria for Scores	MAX. SCORE %	SCORE %
T1	The Video Conference Solution architecture and project plan	<ul style="list-style-type: none"> • A score of 5 marks for the proposed architecture which should be highly integrated and scalable. • A score of 5 marks for a good project plan with milestones and deliverables. 	10	
T2	MAINTENANCE ENGINEERS		40	
	<p>Vendor Certified engineers with relevant qualifications in telecommunication or related field (attach CVs and copies of certifications).</p> <p>The engineers must have a minimum of three (3) years' experience in installation and maintenance of the proposed systems.</p>	<ul style="list-style-type: none"> • Upto at least 5 qualified technical staff: (4 marks/Engineer ; maximum 20 marks) • Experience of 3 years and above (5 marks/engineer up to a maximum of 20 marks) 		
T3	PAST PERFORMANCE		25	
	<p>Company's previous handling maintenance of the above systems during the last five (5) years. The project must have costed at least Kshs 10 million.</p> <p>Provide a list of at least five (5) major</p>	<ul style="list-style-type: none"> • A score of 5 marks will be awarded to each valid reference up to a maximum of 25 marks. 		

	customers supported in the last 5 years. The Bank may visit or call the sites to confirm satisfaction of service provided.			
T4	Financial Stability (Liquidity)		20	
	a) Profitability Margin	<i>A margin above 20% will score 10marks; 10-19 % 5marks and 1-10% 1 mark</i>		
	b) Liquidity Ratio	<i>2:1 – 10 marks; 1:1 –3 marks; less than 1:1 1 mark</i>		
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:

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

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

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

Tenderers who score 75% and above on the Technical Evaluation and are compliant to the mandatory Technical specifications as provided in section VI will qualify to participate in a Site Visit DEMO.

C. SITE VISIT DEMO (20% OF TOTAL SCORE)

NO.	EVALUATION ATTRIBUTE	RESPONSE/Criteria for Scores	MAX. SCORE %	SCORE %
T1	The site videoconference demonstration to verify hardware solution layout and appearance.	The VC system has its cables hidden and cable routing inside the components to get full score of 20 marks. If layout of video equipment is poor no score will be awarded.	20	
T2	Ease of Video Call Setup and Clarity of Video Image and Voice		30	
	The bidding product must provide one-tap power-on/off for the entire system,	<ul style="list-style-type: none"> 10 Marks for one tap power on. No score awarded if 		

	including the display screens, codecs, dedicated cameras, and tabletop displays. Demonstration of a 1080p video call with clear audio.	<ul style="list-style-type: none"> multiple steps required to power up the VC system. 10 Marks for 1080p stable picture video call. No score awarded if lower resolution is used during the DEMO. 10 marks for clear audio reception and transmission. No score is awarded if audio is unclear or of poor quality. 		
T3	Multiple Conference templates		20	
	The bidding product must allow users to define multiple conference templates for faster conference initiation at 1080p.	<ul style="list-style-type: none"> A score of 5 marks will be awarded to each conference template supported at 1080p. If four (4) or more conference supported a maximum score of 20 will be awarded. If lower templates supported scores will be prorated. 		
T4	The bidder should demonstrate support for presentation plug-and-share, and also allow users to manually start or stop sharing presentation from the control panel.	<ul style="list-style-type: none"> A score of 10 Marks for dual stream Multimedia presentation (audio and video in presentation) in a live video call. No score will be awarded if presentation fails to run during video call. 	10	
T5	The demo room layout, appearance and illumination.	<ul style="list-style-type: none"> A score of 20 marks for specialized illumination, specialized furniture, acoustics, and environment design for layout and style consistency across conference rooms. No score will be awarded if no specialized room features such as acoustics, illumination, and furniture. 	20	
	TOTAL		100%	

Note:

- ✓ **Total score** = 0.8 (Technical Evaluation on Capacity to Deliver the Service Score) % + 0.2 (Site Visit Demo Score) %

- ✓ **Tenderers should note that bids that will score 75% and above on the Technical Evaluation on Capacity to Deliver the Service and Site Visit Videoconference demonstration will qualify to have their financial bids evaluated and ranked. Those scoring below 75% will not be evaluated further and will be disqualified at this stage.**

c). FINANCIAL EVALUATION

Financial Evaluation shall involve checking arithmetic errors and completeness of the financial bids.

Only tenderers who **score 75 of the total 100 score** for Technical Evaluation and have a complete financial bid will be ranked and the one with the lowest price will be declared the Lowest Evaluated Tender.

The Lowest Evaluated Tender will be recommended for the award of the contract.

	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

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 to the extent that they are not superceded by provisions of other part of contract.

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 and will be treated thus in the evaluation of the tender.

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 Candidate 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 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.

- 3.7.2 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) Cash
 - b) Bank guarantee
 - c) Such insurance guarantee approved by the Authority
 - d) Letter of credit
- 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 equipment 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. 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 equipment 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 equipment after the equipment arrival and installation 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 and packaging of the equipment 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 equipment, documents and installation of the same 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 equipment 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 equipment delivered and installation 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 requests shall be processed by the procuring entity within 30 days of receiving the request.

3.14. 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

3.15. 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 equipment 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 equipment.

3.17. Termination for convenience

3.18. Liquidated Damages

3.18.1 If the tenderer fails to deliver and/or install any or all of the items 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.

3.19. Resolution of Disputes

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

3.19.2 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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.20. Language and Law

3.20.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise specified in the SCC

3.21. Force Majeure

3.21.1 The Tenderer 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.

3.22 Notices

3.22.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party by post or by fax or Email and confirmed in writing to the other party's address specified.

3.22.2 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. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

4.2 Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	<i>Performance security to be 10% of the contract sum</i>
3.12.1	Payment for the works will be made upon certified sectional completion less retention of 5% to be released after the defect liability period of 12 Months
3.19.2	Resolution to distribute may be referred to an arbitrator agreed upon by the parties to the contract
3.20.1	The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively.

PRELIMINARIES

1. Introduction

The Central Bank of Kenya (CBK) is connected through a Multi-Protocol Label Switching (MPLS) based shared backbone with different virtual private networks (VPNs) for different network traffic streams including Internet access.

CBK proposes to setup a **video conferencing (VC) facility for its Head office (Nairobi), CBK Pension House (Nairobi), Branches(Mombasa, Kisumu and Eldoret), Currency Centers(Nakuru, Nyeri and Meru) and Kenya School of Monetary Studies – Ruaraka - Nairobi** using well-proven branded product and is looking for a full high definition VC System along with a centralized bridging systems and an option to record the VCs. The high definition VC system will also be used for making secure video calls over the internet.

The VC systems shall require supply, installation and commissioning of full HD multicast video conferencing with concurrent presentation facility. All the V.C. end points should be supplied with full HD LED professional monitors with built-in speakers.

All the locations should be able to talk over V.C. & share the content with each other, simultaneously with the help of the centralized bridging systems. The same meeting shall also be recorded & streamed to a server to record the minutes of the meeting. All the 9 locations while talking to each other should be able to see all the connected locations, simultaneously on a single display monitor.

The system quoted should be interoperable & should support open standards as detailed in section VI:

2. Scope of Work

Supply and installation and commissioning of Hardware as mentioned below;

- a) To deliver at CBK HQ and with the video conferencing equipment as per the specification of items (refer Section VI) including system specifications, system engineering, installation, testing, demonstration, training and commissioning to the satisfaction of CBK, with all the feature and functions.
- b) To setup an IP based video conferencing facility across CBK HQ and all the Branches, Currency Centres as follows;
 - a. Kenya School of Monetary Studies (KSMS)
 - b. CBK Pension House

- c. Mombasa, Eldoret and Kisumu (Branches)
- d. Nyeri, Nakuru, Meru (Currency Centres)
- c) The Video conferencing system at Head Office shall have all features like Multisite support, recording, LED TV's & HD Camera, Video Conferencing Management System etc. All backend equipment should be rack mountable and will be hosted in the data centre.
- d). The Local offices shall have features like Peer to peer connectivity, LED TV's & HD Camera.
- e). All equipment / materials shall be covered under an on-site **warranty of one year** from the date of final acceptance of the system. The warranty shall include OEM Warranty services also for upgrade, free replacement of the faulty parts. Any firmware / software upgrade to remove bugs or to enhance
- f). During the warranty period, the supplier shall maintain an uptime of 99 % or more and provide comprehensive warranty for all supplies for one year. Performance / manageability / security shall be provided free during warranty period.
- g). Vendors shall depute their engineers for the demonstration video conferences after commissioning of the system.

3. **Performance Bond**

The successful Supplier shall provide a Performance Bond acceptable to the Bank in form of a **Bank Guarantee at 10% of the tendered sum** obtained from a licensed bank within 14 days of the tender award. 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.

If the successful Tenderer fails to provide a Performance Bond by the due date, the Bid Bond shall be forfeited to the Central Bank of Kenya.

In case the successful Supplier fails to satisfy the requirements of the Central Bank, the performance bond together with the Bid Bond will be forfeited to the Central Bank.

4. **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.

5. **Language of Bid**

The Bid documents and all correspondence in connection with this tender shall be in English language.

6. Payments

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.

7. Fixed Price Contract

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.

8. 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

9. Tender Evaluation

The Tender shall be evaluated based on the evaluation criteria provided.

10. Incomplete Bids

Tenderers should compile a detailed Bidding Document covering all requested equipment, and Services specified in this Tender Document. Incomplete Bids or Bids which have not been completed in accordance with the instructions herein shall be liable to disqualification.

11. Clarification of Tender Document

Should there be any doubt regarding the meaning of a portion or section in the Tender Document or as to anything to be done by the Tenderer or regarding the instructions to persons tendering or any other matters affecting the tender, the Tenderer must submit in writing such clarifications required to be received by the Central Bank at least 7 days before the closing date of the tender to enable a written reply by the Central Bank to be given seven (7) days before the final date for submission of bids. The Central Bank reserves the right to alter any part of the Tender Document through an addendum to be received by the Tenderers at least seven (7) days before the Tender closing date.

The Tenderer, his agent or servant shall not be bound by any statement made or delivered to any Tenderer unless such statement shall have been confirmed by a circular letter issued by the Purchaser to the Tenderers.

12. Delivery Period

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

13. Warranty period

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

14. Installation Duration

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

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.

SPECIAL NOTES

1. **Responses to Tender:** The Tenderer must reproduce the technical specifications in Section VI and provide responses to all the attributes in a corresponding column of the same table.
2. **Prices:** All prices entered in the Bills of Quantities shall be inclusive of all Government taxes. Tenderers are requested to ask for clarifications where and if necessary before submitting their tenders. **Prices must be quoted in Kenya Shillings.**
3. **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 Certificate.
4. **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.
5. **Compliance with Technical Specifications:** The Tender must be fully compliant with the comprehensive specified specifications as articulated under Section VI.
6. **Company Profile:** Tenderer must complete and sign the Confidential Company Profile Form in Appendix 1.

SECTION V - SCHEDULE OF REQUIREMENTS AND PRICES

No.	Item Description	Quantity	Rate	Total Cost
1.	MCU	1		
2.	Video Management System	1		
3.	PC Soft Clients	License for 30 concurrent sessions		
4.	Head Office tele-presence System (3 screens)	1		
5.	Head Office tele-presence system (1 screen)	1		
6.	Executive in-person Tele-presence end point	2		
7.	CBK Pension House/ Branches/School/Currency Centers tele-presence system	8		
8.	Call Control Server (or its equivalent)	1		
9.	Internet Traversal Gateway (or its equivalent)	1		
10.	Call Recording Server (or its equivalent)	1		
11.	Manufacturer's certification Training (including Flights accommodation, transportation and all associated costs). For three CBK Personnel.	2		
12.	Installation and commissioning of the above systems	1		
Total				

SUMMARY PAGE

TENDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF VIDEO CONFERENCING SOLUTION FOR THE CENTRAL BANK OF KENYA

ITEM	TYPE AND DESCRIPTION	QTY	UNIT PRICE SHS	TOTAL PRICE SHS
1.	Total Cost	LS	LS	
2.	16 % VAT of the above	LS	LS	
3.	Sub-Total	LS	LS	
4.	Add 5% of 3 above as Contingency Amount	LS	LS	
5.	Grand Total to Tender Form			

We the undersigned submit our tender for the above specified works amounting to KShs. _____

In words: Kenya

Shillings _____

1. Our Completion Period shall be _____ weeks
2. Our tender will remain valid for _____ days (not less 120 days) from the date of Tender opening.

Signature of the Tenderer: _____ Date _____

Position in the Company: _____

Company Seal: _____

SECTION VI - TECHNICAL SPECIFICATIONS

6.1 GENERAL

6.1.1. These specifications describe the basic requirements for equipment. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply.

6.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specific requirement.

6.1.3 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

6.1.4 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

TECHNICAL SPECIFICATIONS

i). Technical Specifications of the MCU

No.	Technical Specification and Performance Requirement	Compliance	Remarks
1.	The bidding product must be rack mountable, highly integrated and chassis-based and use an embedded operating system and a non-PC architecture.		
2.	The bidding product must comply with H.323, H.320, SIP, and Telepresence Interoperability Protocol (TIP) to offer high compatibility.		
3.	The bidding product must support TCP/IP, FTP/FTPS, RTP, RTCP, HTTP/HTTPS, SNMP, Telnet, SSH, and DNS/DDNS.		
4.	The bidding product must support H.221, H.225, H.235, H.242, H.243, H.245, H.281, H.283, H.460, FECC, RFC 2833, DTMF, SRTP, and TLS.		
5.	The bidding product must support H.264 HP, H.264 BP, H.264 SVC, H.263++, H.263+, H.263, and H.261.		
6.	The bidding product must be able to encode and decode 1080p50/60, 1080p25/30, 720p50/60, 720p30, 4CIF, CIF, and QCIF videos.		
7.	The bidding product must provide great video processing capability to save network bandwidth: able to encode and decode 1080p30 video at 512 kbit/s and 720p30 video at 384 kbit/s.		
8.	<p>The bidding product must support up to 24 panes for continuous presence and provide universal transcoding to:</p> <ul style="list-style-type: none"> Allow various endpoints using different bandwidths and video resolutions to join the same conference. Enable each participant to have an individual continuous presence layout. 		
9.	The bidding product must support symmetric continuous presence in 1080p60, 1080p30, or 720p so that the videos sent and received by a participant endpoint are at the same resolution.		
10.	<p>The bidding product must support presentation transcoding to enable:</p> <ul style="list-style-type: none"> Sites with different codec capabilities and using different transmission rates to view a presentation at different resolutions and frame rates. Sites that do not support presentation sharing to use the video channel to view a presentation. A presentation to be added to continuous presence. 		
11.	<p>The bidding product must:</p> <ul style="list-style-type: none"> Allow a user to increase the number of supported ports by adding a service board or updating the license file. 		
12.	The bidding product must provide at least 6 No. 1080p60 ports, 12 No. 1080p30, 24 No. 720p30 ports, or 48 No. SD ports, with the transmission rate for each port not lower than 6 Mbit/s.		

No.	Technical Specification and Performance Requirement	Compliance	Remarks
13.	The bidding product must support presentations using H.239 and SIP, the highest resolution of presentations being 1080p60.		
14.	The bidding product must support the following audio protocols: G.711, G.722, G.722.1, G.722.1.C, G.728, G.729A, G.729AB, G.719, iLBC, AAC-LD mono, and AAC-LD stereo.		
15.	The bidding product must provide a 100/1000 Mbit/s auto negotiation network port and support IPv4/IPv6 dual stack.		
16.	The bidding product must deliver bandwidths ranging from 64 kbit/s to 6 Mbit/s.		
17.	The bidding product must provide a web interface where a user can manage and maintain the MCU and schedule conferences.		
18.	<p>The bidding product must support SNMPv3, which enables a user to perform the following from a conference management system:</p> <ul style="list-style-type: none"> • Configure the MCU. • Manage MCU alarms. • Monitor the MCU's running status. • Update the MCU. 		
19.	<p>The bidding product must provide great fault tolerance: The conference can go on even when the packet loss reaches 20%.</p> <p>The bidding product must be able to dynamically adjust the resolutions for conference video streams to provide the best possible video experience.</p>		
20.	The bidding product must provide H.235 encryption over an H.323 network and TLS/SRTP encryption over a SIP network.		
21.	The bidding product must allow a participant endpoint to create or join a multipoint conference on the video IVR UI.		
22.	The bidding product must support calls using URIs.		
23.	The bidding product must allow a user to move participants between conferences.		
24.	<p>The bidding product must provide multiple conference control functions, including:</p> <ul style="list-style-type: none"> • Add, delete, broadcast, and view a participant • Set continuous presence • View participant status • View network statistics in real time 		
25.	The bidding product must support DTMF conference control, which allows participants to use arrow keys or number keys to switch between continuous presence layouts and participant videos.		
26.	The bidding product must allow endpoint users to dial the unified access number to access the video IVR UI and join a conference.		

No.	Technical Specification and Performance Requirement	Compliance	Remarks
27.	The bidding product must be able to register with Microsoft Lync Server to enable Lync clients and videoconferencing endpoints to join the same conference.		
28.	The bidding product must provide UIs and product documentation in English.		

ii). Technical Specifications of the Video Management System

No.	Technical Specification and Performance Requirement	Compliance	Remarks
1	Complete management of on-site and remote video systems, including statistics, directories, booking and software updates		
2	Intuitive Web-based interface		
3	Manages network and video equipment from multiple vendors		
4	Manages calls made on multiple protocols (IP using H.323 and SIP, ISDN, V.35 and mixed calls)		
5	Manages endpoints, MCUs, network infrastructure, and gateways directly Supports automatic creation of phone books, including Active Directory and H.350		
6	Implements and manages automated software upgrades for video devices Easy mass configuration of systems		
7	Detailed system and conference records		
8	Intelligent diagnostics enabling rapid response		
9	The bidding product must allow a user to: <ul style="list-style-type: none"> • Query and modify settings of added devices. • Manage device configuration templates. • Apply the settings of a device configuration template to multiple devices. 		
10	The bidding product must provide automatic detection of devices to facilitate device configuration.		
11	The bidding product must provide the following information on its home page to facilitate management: <ul style="list-style-type: none"> • Device monitoring information (number of alarms, online devices, and online users) • Utilization ratio of system resources (CPU and memory) • Conference information (number of ongoing and scheduled conferences) • Resource monitoring information (utilization ratio of MCUs and participants) 		

No.	Technical Specification and Performance Requirement	Compliance	Remarks
12	The bidding product must support logging of system operations and query of logs. The logs record alarm operations, settings modification, and startup of MCUs and registration, startup, and settings modification of endpoints.		
13	The bidding product must provide alarm functions and allow a user to view the content, level, and status of alarms.		
14	System summary page for fast access to most- used information Consolidated list of open tickets with links to recommended fixes		
15	Integrated Network Monitoring Support— Integrates any SNMP network monitoring tool		
16	Event notification prevents and minimizes negative service level		
17	Track all system usage and identify trends — packet loss, bandwidth usage, system auditing		
18	Call Detail Records and Statistics (CDRs)		
19	Scheduling or ad-hoc calling for video, audio, Web and data conferences		
20	Schedule conferences, book rooms and invite participants using Microsoft Outlook,® or IBM Lotus Notes		

iii). Technical Specifications of the PC Soft Client

No.	Specifications Requirement	Compliance	Remarks
1.	Incorporates H.239, HD Dual Stream for simultaneously sending and receiving video + data streams		
2.	Multiple viewing modes from mini-mode to full-screen		
3.	High definition video and audio quality videoconferencing		
4.	Fully compatible with Windows OS (Win XP, Win 7, Win 8)		
5.	Fully compatible with Apple OS		
6.	Support Remote software upgrades to guarantee uniformity across the organization		
7.	Support for desktop presentations and file sharing		

**iv). Technical Specifications of the Fixed Tele-presence system for CBK Head Office
(Executive Boardroom)**

No.	Technical Specification and Performance Requirement	Compliance	Remarks
1.	The video conferencing unit should have three screens for the Head Office board room. 65 Inch screens.		
2.	The bidding product should support a touch control device		
3.	The bidding product must be able to interoperate with traditional HD and SD videoconferencing systems.		
4.	The bidding product must be highly integrated with the display screens, cameras, speakers, microphones, codecs, control devices, equipment rack, and conference table. Cables must be out of view to contribute to the system's sleek appearance.		
5.	The bidding product must be environmentally friendly with efficient power consumption. <i>(please indicate power consumption per hour)</i>		
6.	The bezel width of two contiguous screens of the bidding product shall be equal to or smaller than 5.5 mm (0.22 inch).		
7.	The bidding product must be able to be used for local conferences with 10 participants or more when it is not used for telepresence conferences. This requirement improves return on investment (ROI) by increasing the usage of telepresence conference rooms.		
8.	The bidding product must not occupy too much space of a conference room and must be able to be used in a conference room equal to or smaller than 5000 mm x 4000 mm (196.85 in. x 157.48 in.).		
9.	The bidding product must deliver an "in-person" conference experience with support for the following: <ul style="list-style-type: none"> • Three-channel stereo audio • Three or more microphone inputs • Lip sync Sound localization. 		
10.	The bidding product cannot be a mere patchwork of HD videoconferencing endpoints and cameras. The system must provide a telepresence host to stitch images, toggle between video, and process audio in an intelligent, efficient, and unified way.		
11.	The dedicated camera used in the bidding product must be integrated: The three lenses must function as a whole to implement seamless image stitching without shadows. Independent HD cameras are unacceptable.		
12.	The dedicated camera of the bidding product must be able to support seamless stitching of images with different depths of field and capture 5760 x 1080 60p (48:9) panoramic images.		

13.	The bidding product must support the H.235 encryption protocol and 128-bit (or more) encryption algorithms for media stream and signaling encryption. The used encryption protocols must not preclude the interoperability with traditional videoconferencing systems.		
14.	The bidding product must provide great network adaptability: The audio-visual quality of the conference is hardly affected even when the packet loss is 5%; the conference can continue even when the packet loss is 8%.		
15.	The bidding product must use an integrated design, provide front access, and be able to stand against the wall. It must support unified configuration, upgrade, monitoring, and diagnostics.		
16.	System management via embedded SNMP, Telnet, SSH, XML, SOAP, remote software upload: via web server, SCP, HTTP, HTTPS, 1 x RS-232 for local control and diagnostics, remote control and on-screen menu system.		
17.	The bidding product must be able to simultaneously record three video channels and one presentation channel and, after packaging the channels into one file, implement live broadcast.		
18.	The telepresence host's web interface must: Be intuitive. Allow administrators to configure parameter settings and check devices' operating status. Generate alarms to notify administrators of device malfunction. Highlight malfunctioning devices in red.		
19.	The bidding product must support H.239 and SIP dual stream.		
20.	Should have internal bridge to support up-to 6 incoming calls		
21.	The bidding product must support H.239 for presentation sharing with traditional HD and SD videoconferencing systems.		
22.	The bidding product must support H.323, H.320, SIP, and RFC 3261, TIP The bidding product must support H.221, H.225, H.230, H.231, H.233, H.234, H.235, H.241, H.242, H.243, H.245, H.281, H.283, H.350, H.460, and T.140. The bidding product must support TCP, FTP, DHCP, SNMP, Telnet, HTTP, PPPoE, RTP, and RTCP.		

23.	<p>Requirements for Video:</p> <p>The bidding product must support H.264, H.263, and H.261 for interoperation with traditional HD and SD videoconferencing systems.</p> <p>The bidding product must support multi-channel image stitching and deliver an HD, true-to-life conference experience with the impression of making eye contact.</p> <p>The bidding product must provide great video codec capability and be able to transmit 1080p30 video at 1 Mbit/s and 720p30 video at 768 kbit/s.</p>		
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v). Technical Specifications for CBK Pension House/Branches/Currency Centers Telepresence System

Index	Technical Specification and Performance Requirement	Compliance	Remarks
Overall requirement	The bidding product must be highly integrated for simplified deployment, incorporating a codec, microphone, and camera.		
	The bidding product must be highly integrated and provide at least one HD display with a size of 55 inches or larger as standard.		
	The bidding product's codec must have an embedded system installed and use a non-PC architecture. It must be stable enough to operate 24/7.		
	The bidding product must have a data sheet and product introduction in English at the official website of the product's original supplier.		
	The bidding product must support 1080p30 and 720p60 video codec capabilities.		
	The bidding product must come with wheels to be moved and deployed conveniently. Floor standing footplate		
	The bidding product should support a touch control device		
	Should have internal bridge to support up-to 6 incoming calls		
Communication protocol	The bidding product must support H.323 and SIP for interoperability.		
	The bidding product must support TCP/IP, FTP, FTPS, DHCP, SNMP, Telnet, SSH, HTTP, HTTPS, PPPoE, RTP, RTCP, and SNTP.		

Index	Technical Specification and Performance Requirement	Compliance	Remarks
	The bidding product must support H.221, H.225, H.230, H.231, H.233, H.234, H.235, H.241, H.242, H.243, H.245, H.281, H.283, H.350, H.460, T.140, TLS, and SRTP.		
Video Feature	The bidding product must support H.263, H.263+, H.264 Basic Profile (BP), H.264 High Profile (HP), and H.264 Scalable Video Coding (SVC).		
	The bidding product must support 1080p25/30, 720p50/60, 720p25/30, 4CIF, and CIF.		
	The camera provided with the bidding product must provide a horizontal angle of view of 72° or more and at least 30 camera presets.		
	The bidding product must provide great video processing capability to save network bandwidth: able to encode and decode 1080p30 video at 512 kbit/s and 720p30 video at 384 kbit/s and able to place and receive video calls at 64 kbit/s.		
	The bidding product must support presentations using H.239 and SIP and be able to transmit 1080p video and presentations at the same time.		
Audio Feature	The bidding product must support G.711, G.722, G.722.1, G.722.1C, G.728, and AAC-LD.		
	The bidding product must adopt acoustic echo cancellation (AEC), automatic noise suppression (ANS), and automatic gain control (AGC).		
	The bidding product must provide an omnidirectional digital microphone array that: <ul style="list-style-type: none"> • Support an optimal pick-up range of six meters and 360-degree voice pickup. • Allow cascading of up to three microphones for usage in small to large conference rooms. 		
	The microphone provided with the bidding product must provide a sampling rate of up to 48 kHz.		
	The microphone provided with the bidding product must support PoE and be able to operate without additional power supplies.		
Network feature	The bidding product must support IPv4/IPv6 dual stack.		
	The bidding product must provide a 10/100 Mbit/s autonegotiation network port and bandwidths from 64 kbit/s to 4 Mbit/s.		
	The bidding product must integrate a Wi-Fi module to implement video communication over a Wi-Fi network.		

Index	Technical Specification and Performance Requirement	Compliance	Remarks
	The bidding product must provide great network adaptability so that a conference can go on even when the packet loss reaches 20%.		
Functional feature	The bidding product must provide H.235 encryption over an H.323 network and TLS/SRTP encryption over a SIP network to improve conference security.		
	<p>The bidding product must provide the chair site with the following conference control functions:</p> <ul style="list-style-type: none"> • Broadcast, view, add, and delete a site • Mute and unmute microphones • Mute and unmute speakers • Set continuous presence • End a conference 		
	The bidding product must allow a user to initiate a multipoint conference by defining a conference template and adding multiple sites from the address book to the template.		
	The bidding product must be able to register with Microsoft Lync Server to hold point-to-point video calls with Lync clients directly.		
	The bidding product must allow a user to import a configuration file using the USB port, which facilitates installation and deployment. The configuration file must include conference settings and names, IP addresses, and H.323 registration of sites.		
	The bidding product must support SNMPv3 and enable a user to apply settings on the conference management platform to it and update its software from the conference management platform.		
	The bidding product must provide voice dialing so a user can call a site by speaking the name of that site.		
	The bidding product must provide an address book that can store 1000 or more entries.		
	The bidding product must support transmission of T.140 captions and messages during conferences.		
	The bidding product must support H.460 for audiovisual communication across firewalls.		
Display Feature	The bidding product's display must be of a world famous brand and have an LCD screen with LED backlights and a size not smaller than 55 inches.		

Index	Technical Specification and Performance Requirement	Compliance	Remarks
	The bidding product's display must support the physical screen resolution of 1920 x 1080 pixels and the aspect ratio of 16:9.		
	The bidding product must provide at least two HDMI ports, one YPbPr/YCbCr port, and one VGA port.		
	The bidding product must meet the following requirements: <ul style="list-style-type: none"> • Operating voltage: 220 V • Rated power: ≤ 130 W 		

vi). Technical Requirements for Executive Private Office Tele-presence System

No.	Technical Specification and Performance Requirement	Compliance	Remarks
1.	The video conferencing unit should have 32-inch display		
2.	The bidding product should be streamlined for use in private offices for easy installation, requiring little-to-no room remediation and minimal room modifications.		
3.	The bidding product should have resolutions of 1080p and 720p.		
4.	The bidding product should be simple one-button-to-push calling integrates with common calendaring programs such as outlook and IBM Lotus notes.		
5.	The bidding product should offer presentation-in-picture feature enables easy content sharing; a connector is available for adding a dedicated auxiliary display.		
6.	The bidding product should offer the ability to share content up to 30 frames per second.		
7.	The bidding product should be able to integrate lighting eliminate facial shadows and provides natural-looking video.		
8.	The bidding product should include two-dimensional microphone array allows for additional audio clarity; you can also add a privacy headset.		
9.	The bidding product should support up-to 4 Mbps (1080p, 30 fps) for IP connections.		
10.	The bidding product should support a touch control device		
11.	The bidding product should offer flexible deployment options include a choice of pedestal, tabletop, or custom mounted scenarios. The bidder will be required to deploy the option the Bank chooses at no additional cost.		

vii). Technical Requirements for Audio system for Tele-presence Boardroom Solutions

No.	Technical Specification and Performance Requirement	Compliance	Remarks
1	The bidding product must support G.711, G.722, G.728, AAC-LD stereo, or other protocols for 20 kHz or higher wideband audio).		
2	The bidding product must support three-channel audio to provide sound localization and an in-person conference experience.		
3	The bidding product must be able to provide high-fidelity stereo audio, which is faithfully reproduced and allows participants to effortlessly locate the speaker.		
4	The bidding product must support Automatic Echo Cancellation (AEC), Automatic Gain Control (AGC), and Automatic Noise Suppression (ANS).		
5	The bidding product must be resistant to electromagnetic interference (EMI). (EMI resources include electronic devices such as mobile phones.)		
6	The bidding product must provide a 3.5 mm audio jack, enabling audio input from a PC.		
7	The bidding product must provide at least three speakers to help ensure optimal three-channel audio quality.		
8	The bidding product must allow at least six microphone inputs, that is, one microphone for each participant. The microphones must be embedded in the conference table, not to detract from the system appearance or distract participants' attention.		
9	The speakers and microphones used in the bidding product must be of world famous brands.		
10	The bidding product must allow users to press the microphone mute button on the tabletop to mute all local microphones.		
11	The bidding product must automatically provide lip sync throughout conferences.		

viii). Technical Requirements for HD Dual Stream or its equivalent

No.	Technical Specification and Performance Requirement	Compliance	Remarks
1.	The bidding product must support H.239 for presentation sharing with traditional HD and SD videoconferencing systems.		
2.	The bidding product must support presentation plug-and-share, and also allow users to manually start or stop sharing presentation from the control panel.		

No.	Technical Specification and Performance Requirement	Compliance	Remarks
3.	The bidding product must support up to 1080p30 for both video and presentation, to deliver full HD motion dual stream.		
4.	The bidding product must support simultaneous transmission of a PC desktop and audio for an improved dual stream experience.		
5.	The bidding product must allow users to view presentation on the 65-inch displays by operating the control panel.		
6.	The conference table used in the bidding product must provide data interfaces to allow PC desktop input.		
7.	The presentation delivered by the bidding product must be in high definition, enabling characters of the 6.5 font size to be displayed clearly.		

ix). Technical Requirements for System Functionality

No.	Technical Specification and Performance Requirement	Compliance	Remarks
1	The bidding product must provide one-tap power-on/off for the entire system, including the display screens, codecs, dedicated cameras, and tabletop displays.		
2	The bidding product must allow users to use the address book on the control panel to initiate point-to-point or multipoint conferences, for which the conference bandwidth, number of panes in continuous presence, and participants are configurable.		
3	The bidding product must allow users to use the onscreen keypad to dial site numbers and create telepresence conferences.		
4	The bidding product must allow users to select one or more groups from the address book on the control panel, and call all members in the selected groups to join the same telepresence conference.		
5	The bidding product must support automatic address book update.		
6	The bidding product must allow users to define multiple conference templates for faster conference initiation.		
7	The bidding product must allow users to mute/unmute the local microphone and adjust the local volume from the control panel.		

No.	Technical Specification and Performance Requirement	Compliance	Remarks
8	The bidding product must allow users to operate the control panel to perform the following: <ul style="list-style-type: none"> • Start and stop sharing presentation. • Open and close the tabletop displays. • Enable the presentation to be displayed on the 65/55 -inch display screens. 		
9	The bidding product must allow users to turn on or off the local Picture in Picture (PiP) from the control panel. (The local PiP is the result of the dedicated tri-lens camera's image stitching and is superimposed on the video on the center display screen.)		
10	The bidding product must support editable scripts and allow the scripts to be transparently superimposed onto the video on the center display screen.		
11	The bidding product must allow users to use the control panel to obtain help information.		
12	The bidding product must allow users to use the control panel to obtain conference details (such as the bandwidth, audio protocol, and video protocol).		
13	The bidding product must allow users to operate the control panel to perform conference control operations, including: <ul style="list-style-type: none"> • Broadcast a site. • View a site. • Add/Delete a site. • Call/Disconnect a site. • Mute/Unmute local and remote microphones. • Mute/Unmute local and remote speakers. • End a conference. 		
14	The bidding product must support voice activation switching by site and by speaker.		

x). Technical Requirements for Network Adaptability

No.	Technical Specification and Performance Requirement	Compliance	Remarks
1	The bidding product must support an access rate of up to 6 Mbit/s for each screen.		
2	The bidding product must provide great network adaptability and fault tolerance: The audio-visual quality of the conference is hardly affected even when the packet loss is 5%; the conference can continue with normal audio-visual quality even when the packet loss is 8%.		

No.	Technical Specification and Performance Requirement	Compliance	Remarks
3	The bidding product must have its packet loss concealment automatically enabled once packet loss occurs. Manual enabling of packet loss concealment diminishes the system usability and is unacceptable.		
4	The bidding product must support intelligent bandwidth control: <ul style="list-style-type: none"> • When network congestion occurs or bandwidth becomes insufficient, the system automatically reduces the current conference bandwidth to provide the best possible conference quality at the bandwidth available. • When the network recovers, the system automatically increases the conference bandwidth to the normal level. 		
5	The bidding product must provide quality of service (QoS) assurance and support IP precedence, type of service (TOS), and Differentiated Services (DiffServ).		
6	The bidding product must be able to reconnect upon disconnection, that is, when the system exits a conference due to network connection faults, it automatically re-joins the conference once the faults are rectified.		

xi). Technical Requirements for Maintenance and Management

No.	Technical Specification and Performance Requirement	Compliance	Remarks
1	The bidding product's major components (codecs, dedicated camera, host, and display screens) must have their cables hidden and cable routing out of view, to prevent inadvertent cable disconnection.		
2	The bidding product must provide a unified maintenance and management user interface to set devices' parameters and monitor devices' status. Using multiple management user interfaces to maintain and manage the system is unacceptable.		
3	The bidding product must allow import and export of configuration files in XML format.		
4	The bidding product must provide an intuitive maintenance and management user interface, which: <ul style="list-style-type: none"> • Allows administrators to configure parameter settings and check devices' operating status. • Generates alarms to notify administrators of device malfunction. • Highlights malfunctioning devices in red. 		

No.	Technical Specification and Performance Requirement	Compliance	Remarks
5	The bidding product must allow administrators to intuitively check the connection between devices from the maintenance and management user interface to facilitate troubleshooting.		
6	The bidding product must allow administrators to check the sound pickup status and volume of microphones from the maintenance and management user interface.		
7	The maintenance and management user interface must support English		
8	The bidding product must allow remote upgrade for its components (including the host, codecs, control panel, and tabletop displays) over the IP network.		

xii). Technical Specifications for Tele-presence-dedicated Cameras

No.	Technical Specification and Performance Requirement	Compliance	Remarks
1	<p>The bidding product must use a tri-lens camera that meets the following requirements:</p> <ul style="list-style-type: none"> • Dedicated to telepresence systems. • Highly integrated. • Function as a whole to provide seamless image stitching without shadows <p>Independent, traditional HD cameras are unacceptable for telepresence systems, because if one of the cameras is moved, the overall image stitching quality will be adversely affected.</p>		
2	The dedicated tri-lens camera must be fixed and cannot be changed by users to prevent image stitching from being affected by human factors.		
3	The dedicated tri-lens camera must be perfectly integrated with other components of the telepresence system, not to obstruct the displays or detract from the system appearance and user experience.		
4	The dedicated tri-lens camera must support up to 1080p60 to deliver the optimal video definition and smoothness.		
5	The dedicated tri-lens camera must support various video formats, such as 1080p30 and 720p60.		
6	The dedicated tri-lens camera must have a sensor size not smaller than 1/3 inch.		

xiii). Technical Requirements for Display Screens

No.	Technical Specification and Performance Requirement	Compliance	Remarks
1	The bidding product must have at least three 65-inch or larger plasma display screens that support the 1920 x 1080p resolution and the 16:9 aspect ratio for the main Head Office telepresence system.		
2	The HD displays used in the bidding product must be at the correct angle to each other to provide the best possible viewing angle for participants. Placing the three display screens in the same plane is unacceptable.		
3	Screen's service life: ≥ 100000 hours.		
4	The display screens must provide HDMI, RJ45,DVI, and VGA ports.		
5	Screen's contrast: $\geq 5000000:1$.		
6	Active display area (W x H): ≥ 1434 mm x 806 mm.		
7	<ul style="list-style-type: none"> • For one display screen: • Operating voltage: 220 V AC 50/60 Hz. • Power consumption: ≤ 550 W. 		

xiv). Technical Requirements for the Tele-presence Encoder or its equivalent

No.	Technical Specification and Performance Requirement	Compliance	Remarks
1	The bidding product must have a telepresence host specialized for video switching, audio mixing, and device management in a unified manner, to facilitate system maintenance and improve system reliability and stability.		
2	The telepresence host must be of the same brand as the MCU, codec, and dedicated camera to ensure maximum compatibility and unified maintenance.		
3	The telepresence host must use an embedded operating system and chassis-based architecture to help ensure system security.		
4	The telepresence host must be responsible for the easy and intelligent switching between the system's video inputs and outputs; must provide at least 6 video input ports and at least 6 video output ports; and must support 1080p60.		
5	The telepresence host must be responsible for encoding, decoding, and mixing the system's audio, providing the optimal audio quality and unified audio processing capability; must support at least six XLR connectors for microphone input.		

No.	Technical Specification and Performance Requirement	Compliance	Remarks
6	The telepresence host must provide at least two RJ45 ports and allow separation of the management network interface from the service network interface.		
7	The telepresence host must support at least 16 serial ports through which commands are sent to control peripheral devices.		
8	The telepresence host must provide a built-in web server for browser-based configuration; must allow login using TTTP or HTTPS.		
9	The telepresence host's built-in web interface must support English.		
10	The telepresence host must allow users to configure system settings in a unified manner from the web interface, import and export configuration files in XML format, restore the system to default settings, save user settings, and restore the system to user settings previously saved.		
11	The telepresence host's web interface must: <ul style="list-style-type: none"> • Be intuitive. • Allow administrators to configure parameter settings and check devices' operating status. • Generate alarms to notify administrators of device malfunction. • Highlight malfunctioning devices in red. 		
12	The telepresence host must allow users to manage, import, and export the address book.		

xv). Technical Requirements for Assembly Components

No.	Technical Specification and Performance Requirement	Compliance	Remarks
1	The bidder must provide assembly components and telepresence-dedicated conference tables.		
2	The bidding product's components (including the assembly components, conference table, and display screens) must be highly integrated to present a sleek appearance.		
3	The bidding product must have its cables hidden and cable routing inside the components.		
4	The bidding product must provide at least two multi-functional sockets, each having at least one RJ45 port, one DVI or VGA port (for presentation input), one 3.5 mm audio jack, and one power port.		
5	<ul style="list-style-type: none"> • Dimensions (H x W x D): 1840 mm x 5600 mm x 3200 mm. • Weight: < 1500 kg. 		

xvi). Technical Requirements for Call Control Server or its equivalent

No.	Technical Specification and Performance Requirement	Compliance	Remarks
1.	The Call Control server shall provide SIP proxy and call control as well as H.323 gatekeeper services. The call control server shall opens the world outside the firewall to organizations/users using video communications		
2.	Architecture <ul style="list-style-type: none"> Secure appliance-based architecture Flash memory and hard drive ITU-T H.323v6 compliant ITU-T H.225v6 compliant H.460.18/.19 compliant Support for H.460.19 multiplexed media 		
3.	Call registration <ul style="list-style-type: none"> Supports manual registration of H.323 and SIP endpoints and application-programming-interface (API) call control Supports H.225/Q.931, H.245 call control routed mode, and non-call routed mode Supports H.323-SIP Interworking Encryption Supports H.323-SIP Interworking DuoVideo Supports registration of H.323 ID and E.164 aliases and services Supports Unicode (UTF-8) registration for global implementation Supports disconnect H.323 calls from the API interface Supports URI dialing Supports direct call signaling Supports Call Policy Management (RFC 3880), including Call Policy and User Policy Supports conference hunting for multipoint-control-unit (MCU) cluster support Supports call routed mode Supports call loop detection mode 		
4.	Interfaces: <ul style="list-style-type: none"> 4 X 10/100/1000 Ethernet ports (RJ-45) One console port 		

No.	Technical Specification and Performance Requirement	Compliance	Remarks
5.	Network: <ul style="list-style-type: none"> • Supports DNS addressing • Supports IPv4 and IPv6 • Support IPv4 and IPv6 translation 		
6.	Security <ul style="list-style-type: none"> • Secure management: HTTPS, SSH, and SCP • Ability to lock down IP services • Authentication required on HTTP(S), Telnet, SSH, SCP, and serial port • Compatible with H.235 v2- and v3-enabled H.323 devices • H.235 authentication support • Transport Layer Security (TLS) for SIP signaling • Roles-based password-protected GUI user access • Ability to disable root access over Telnet or SSH • Ability to enforce strict passwords 		
7.	Management <ul style="list-style-type: none"> • Support for industry standards such as Telnet, HTTP(S), XML, SNMP, SCP, and SSH • setup wizard for initial configuration • support for the management software • Call logging and diagnostics • Support for logging • Time zone setting 		

No.	Technical Specification and Performance Requirement	Compliance	Remarks
8.	<p>Call control server shall have the following features:</p> <ul style="list-style-type: none"> • support work with any H.323 or SIP device • easy deployment and high reliability • Can work with the firewall • Shall support multivendor • Secure, reliable • shall have H.323 gatekeeper feature • support SIP Proxy and SIP Registrar • support SIP trunk to the other GK/PBX/VG • Support IPv4 and IPv6 translation • support Policy-based call routing • support URI and ENUM dialing • support device authentication • support SIP presence and user agent • shall Supports up to 2500 registered devices • support URI dialing for scalability • Supports HTTPS, SSH, and SCP for management • support clustering for redundancy 		
9.	<p>Capacity</p> <ul style="list-style-type: none"> • support up-to 2500 endpoints • support up-to 500 internal calls • support up-to 100 external calls • support up-to 1000 trunk/GK 		

No.	Technical Specification and Performance Requirement	Compliance	Remarks
10.	<p>Main features</p> <ul style="list-style-type: none"> • SIP and H.323 support, including SIP/H.323 gateway registered endpoints • IPv4 and IPv6 support and Interworking • SIP and H.323 interworking • Bandwidth management on both a per-call and a total-usage basis • URI and ENUM dialing through DNS • Down-speeding option for calls that exceed the available bandwidth • Flexible zone configuration with prefix, suffix, and regular expression support • Can be clustered with up to call control server for capacity and redundancy • Name clusters • endpoint authentication • Register control • Administrator policy • Setup wizard for initial configuration • System administration through a web interface or console, SSH, and HTTPS • Static NAT support 		

xvii). Technical Requirements for Internet Gateway or its equivalent

No.	Technical Specification and Performance Requirement	Compliance	Remarks
	The Internet gateway shall provide SIP proxy and call control as well as H.323 gatekeeper services. The internet gateway shall opens the world outside the firewall to organizations/users using video communications		
	<p>Internet gateway shall have the following features:</p> <ul style="list-style-type: none"> • work with any H.323 or SIP device • easy deployment and high reliability • Can work with the firewall • Shall support multivendor • shall have H.323 gatekeeper feature • support SIP Proxy and SIP Registrar • support SIP trunk to the other GK/PBX/VG • Support IPv4 and IPv6 translation • support Policy-based call routing • support URI and ENUM dialing • support SIP presence and user agent • NAT transparent shall support enable secure traversal of any NAT firewall • Registration of endpoints from the internet side • support NAT STUN discovery and STUN relay • Firewall H.460.18/19 compliant • Firewall STUN compliant • URI and ENUM dialing • support SIP presence and user agent • shall Supports up to 2500 registered devices • support URI dialing for scalability • Supports HTTPS, SSH, and SCP for management • support clustering for redundancy 		
	<p>CAPACITY</p> <ul style="list-style-type: none"> • support up-to 2500 endpoints • support up-to 500 internal calls • support up-to 100 external alls • support up-to 1000 trunk/GK 		

No.	Technical Specification and Performance Requirement	Compliance	Remarks
	<p>Main features</p> <ul style="list-style-type: none"> SIP and H.323 support, including SIP/H.323 gateway registered endpoints SIP and H.323 interworking Bandwidth management on both a per-call and a total-usage basis URI and ENUM dialing through DNS Down-speeding option for calls that exceed the available bandwidth Flexible zone configuration with prefix, suffix, and regular expression support Can be clustered with up to call control server for capacity and redundancy 		
	<p>Architecture</p> <ul style="list-style-type: none"> ITU-T H.323v6 compliant ITU-T H.225v6 compliant H.460.18/.19 compliant Support for H.460.19 multiplexed media 		
	<p>Call registration</p> <ul style="list-style-type: none"> Supports manual registration of H.323 and SIP endpoints and application-programming-interface (API) Supports H.225/Q.931, H.245 call control routed mode, and non-call routed mode Supports H.323-SIP Interworking Encryption Supports H.323-SIP Interworking DuoVideo Supports registration of H.323 ID and E.164 aliases and services Supports Unicode (UTF-8) registration for global implementation Supports disconnect H.323 calls from the API interface 	call control	
	<p>Interfaces:</p> <ul style="list-style-type: none"> 4 X 10/100/1000 Ethernet ports (RJ-45) One console port 		
	<p>Network:</p> <ul style="list-style-type: none"> Supports DNS addressing Supports IPv4 and IPv6 Support IPv4 and IPv6 translation 		

No.	Technical Specification and Performance Requirement	Compliance	Remarks
	Security <ul style="list-style-type: none"> Secure management: HTTPS, SSH, and SCP Ability to lock down IP services Authentication required on HTTP(S), Telnet, SSH, SCP, and serial port Compatible with H.235 v2- and v3-enabled H.323 devices H.235 authentication support Transport Layer Security (TLS) for SIP signaling Roles-based password-protected GUI user access Ability to disable root access over Telnet or SSH Ability to enforce strict passwords 		
	Management <ul style="list-style-type: none"> Support for industry standards such as Telnet, HTTP(S), XML, SNMP, SCP, and SSH setup wizard for initial configuration support for the management software Call logging and diagnostics Support for logging Time zone setting 		

xviii). Technical Requirements for the Recording Component or its equivalent

No.	Technical Specification and Performance Requirement	Compliance	Remarks
1	The bidding product's recording component must run an embedded operating system for system security and reliability.		
2	The bidding product must allow users to start or stop recording from the control panel.		
3	The bidding product must be able to simultaneously record three video channels and one presentation channel and, after packaging the channels into one file, implement live broadcast.		
4	The bidding product must support recording in 1080p and 720p.		
5	Storage: ≥ 1 TB; can be expanded based on customer requirements.		
6	The bidding product must support at least 1000 hours' recording at 2 Mbit/s.		

Other Technical Requirements

No.	Technical Specification and Performance Requirement	Compliance	Remarks
1	The bidding product must be scalable: It must be able to scale to a telepresence system with two rows of conference tables by adding hardware components and upgrading software.		
2	The bidding product must offer a packaged solution (a specialized illumination, specialized furniture, acoustics, and environment design for layout and style consistency across conference rooms) with turnkey flexibility.		
3	The bidding product must be integrated into the Bank's IP PABX to allow for IP phone extensions to dial into videoconference through voice and video.		

Note:

1. The specifications given in the list above are broad ones and there could be some variation in the specifications/ brand/ make/ model. It's allowed to propose an integrated system that supports various specifications as listed above. All proposed options will be considered.
2. For vendors that offer solutions where features such as Call recording, Call control, and Internet traversal gateway are integrated in a single system. Tenderers must indicate on the specification sheets and price schedule that the various features are integrated and supported in a single integrated system. Integrated solutions will be considered as long as the detailed specifications are all met.

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

- a. 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.
- b. 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.
- c. 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

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

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

x. Liability for Accidents and Damages

- a). 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.
- b). 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.

xi. 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 the Standard Forms:

7.1 Form of Tender

This form must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representative of the tenderer.

7.2 Confidential Business Questionnaire Form

This form must be completed by the tenderer and submitted with tender documents

7.3 Tender Security Form

When required by the tender document the tenderer shall provide the tender security either in the form included therein after or in another format acceptable to the procuring entity.

7.4 Contract Form

The Contract form shall not be completed by the tenderer at the time of submitting the tenderer at the time of submitting the tender. The contract form shall be completed after contract award.

7.5 Performance Security form

The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the sum provided herein or in another form acceptable to the procuring entity.

7.6 Bank Guarantee for Advance Payment.

When there is an agreement to have Advance payment, this form must be duly completed.

7.7 Manufacturer's Authorization Form

When required by the tender document, this form must be completed and submitted with the tender document. This form will be completed by the manufacturer of the goods where the tender is an agent.

7.1 FORM OF TENDER

Tender No. _____

**To: Director,
Department of Estates, Supplies and Transport (DEST)**

Central Bank of Kenya

P.O. Box 60000 – 00200

NAIROBI

Dear Sir,

SUPPLY, INSTALLATION AND COMMISSIONING OF VIDEO CONFERENCING SOLUTION FOR THE CENTRAL BANK OF KENYA

- 1. Having examined the tender documents including Addenda, and in accordance with the Instructions to Tenderers, Specifications and Bills of Quantities for the execution of the above works, we, the undersigned offer to complete the above works to the entire satisfaction of the Bank for the sum of:**

Amount of Tender: KShs

In words, Kenya Shillings:

.....
.....

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 and complete the works in weeks.
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 Central Bank of Kenya.
4. **We agree to abide by this Tender for a period of 120 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 that you may receive.**

Name of Contractor:

Signature of the first Director

Address.....

.....

Date.....

Signature of the second Director

Address.....

.....

Date.....

Company Seal

.....

.....

.....

7.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM (COMPANY PROFILE)

(You are advised that it is a serious offence to give false information under this section as it may render your bid being automatically disqualified)

PART I: GENERAL INFORMATION

- a) The questionnaire must be fully and comprehensively completed in all respects.
- b) Information given by the applicant shall be treated in strict confidence.
- c) Any information given and later found to be incorrect shall lead to disqualification of the Tenderer.
- d) Deliberately incorrect information leads to disqualification of the application.
- e) Canvassing will lead to automatic disqualification of the applicant.

PART II: BIDDER DETAIL

The purpose of this section is to provide the required background information of the bidder organization.

1)	Provide documentary evidence of the registered name and number of your company and date of Registration.		
	Company Name	Company Registration Number	Registration Date
	Country of Registration		
2)	Give full details of your Bankers.		

PART III: CONTACT PERSON(S) DETAIL

3)	Provide the contact person (s) name(s), addresses, phone numbers etc.	
	Contact Person Name	
	Landline Telephone Number	
	Cellular Telephone Number	
	Facsimile Telephone Number	
	E-mail	
	Postal Address	
	Physical Address	
4)	Please provide evidence of the registered street and postal addresses of the bidding organization	
	Registered Street Address	Registered Postal Address of your organization
	LR No.	
5)	Please provide evidence of current registration with relevant regulatory body within your industry, if any.	

PART IV: BIDDER ORGANIZATION PROFILE

6)	Who owns your organization? Provide details of the holding company and the main shareholders indicating percentage of shares held.
7)	What is your organization's primary business activity? Provide a list with the estimated percentage of revenue earned from each of the primary business activities.

PART V: BIDDING ORGANISATION'S CLIENT BASE

The purpose of this section is to get a view of the number and profile of customers that the bidding organization has.

The Bank intends to contact these customers when checking references. You shall be expected to state any objections. If not stated, you shall be deemed to have authorized the Bank to contact these customers.

8)	Please provide references from your major clients where you have successfully carried out similar or comparable assignment.
----	---

PART VI: BIDDER'S STANDARD CONTRACTS

9)	Provide details of the preferred payment plan if not contained in the standard contract supplied.
----	---

PART VII: VERIFICATION OF BUSINESS SUSTAINABILITY

10)	Can the Bidder supply certified audited financial statements for the last two financial years? The supply of these financial statements will be mandatory for your tender to be considered responsive.		
	Are you currently involved in any litigation or arbitration (or any other legal process which may result in legal or financial liability)?		
11)	If yes, what is the financial exposure as a result of the litigation, arbitration or other legal process and on what basis has this financial exposure been calculated?		
	If yes, what other exposure could result from the litigation, arbitration or other legal process and will this financial or other exposure materially prejudice the bidder's financial position or its ability to successfully and timeously implement any contract which may be awarded to it pursuant to this Tender?		
12)	Have you ever:		
	Question	Response	
			Yes
	Forfeited any payment on a contract?		
	Been declared in default of a contract?		

	Negotiated the premature termination of a contract?		
	Had an uncompleted contract assigned to another solution provider?		

PART VIII: CERTIFICATION

I/We do hereby certify that the above information is correct in all respects.

FULL NAME:

DESIGNATION/POSITION:

SIGNATURE:

DATE:

COMPANY NAME AND ADDRESS:

.....

.....

.....

.....

SEAL:

.....

7.3 FORM OF TENDER SECURITY

WHEREAS.....
(hereinafter called “the Tenderer”) has submitted his tender dated.....for
**Supply, Installation and Commissioning of Video Conferencing Solution For The
Central Bank Of Kenya**

KNOW ALL PEOPLE by these presents that WE,.....
.....
having our registered office at
(Hereinafter called “the Bank”), are bound unto CENTRAL BANK OF KENYA
(hereinafter called “the Employer”) in the sum of **KShs.50,000/= (Kenya Shillings fifty
thousand only)**, for which payment well and truly to be made to the said Employer, the
Bank binds itself, its successors and assigns by these presents, sealed with the Common
Seal of the said Bank this.....day of2014

THE CONDITIONS of this obligation are:

1. If after tender opening the Tenderer withdraws his tender during the period of tender validity specified in the instructions to Tenderers
OR
2. If the Tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the said date.

Signature of the Bank)

(Witness)

(Seal)

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

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

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

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

7.5 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]

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 of20.....in the matter of Tender
No.....of20...

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
- 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED

Board Secretary