

**The Republic of Kenya**



**County Assemblies Forum (CAF)  
P. O. BOX 73552 – 00200, NAIROBI – KENYA  
Telephone 0701046933  
Web: [www.countyassembliesforum.org](http://www.countyassembliesforum.org)**

**TENDER DOCUMENT  
FOR  
PROVISION OF SOUND AND PUBLIC  
ADDRESS SYSTEM FOR THE 4<sup>TH</sup> ANNUAL  
LEGISLATIVE SUMMIT**

**TENDER NUMBER CAF/OT/01/03/2018-2019**

**CLOSING DATE: MONDAY 08<sup>TH</sup> APRIL, 2017 AT 09:00 AM**

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## **SECTION I - INVITATION TO TENDER**

The County Assemblies Forum (CAF) invites bids from only eligible candidates for **Provision of Sound and Public Address system for the 4<sup>th</sup> Annual Legislative Summit** as detailed in the Tender Documents. **This is a national open tender.**

Interested eligible candidates can download a complete set of the tender document from the CAF website [www.countyassembliesforum.org](http://www.countyassembliesforum.org)

The tender documents in plain sealed envelope clearly marked the “**Provision of Public Address and Sound system for the 4<sup>th</sup> Annual Legislative Summit**” on the envelope, Tender Number CAF/OT/01/03/2018-2019 should be addressed to:

**The Chief Executive Officer  
County Assemblies Forum  
P.O. Box 73552-00200  
Tel: 0701046933  
NAIROBI-KENYA**

and be deposited in the tender box situated at **5<sup>th</sup> Floor, CAF Offices, Flamingo Towers - Nairobi Upperhill** so as to be received on or before **08<sup>th</sup> April, 2019 at 9:00a.m**

The tender will be closed on **April 8<sup>th</sup>, 2019 at 09:00 A.M** and will be opened on the same day at **09:00 a.m.** in the presence of the candidates’ representatives who choose to attend at CAF Board Room.

## **SECTION II. GENERAL INFORMATION**

### **Introduction**

#### **1. Eligible Tenderers**

- 1.1 This Invitation for Tenders is open to all tenderers eligible as described in the tender documents. Successful tenderers shall provide the Services for the stipulated duration from the date of commencement specified in the tender documents.
- 1.2 Tenderers shall provide the qualification information statement that the tenderer 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 CAF to provide consulting services for the preparation documents to be used for the procurement of the services under this Invitation for tenders.
- 1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

#### **2. Cost of Tendering**

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

### **The Tender Document**

#### **3. Clarification of Documents**

A prospective tenderer requiring any clarification of the tender document may notify CAF in writing, e-mail or by fax at the entity's address indicated in the Invitation for tenders. CAF will respond 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 CAF. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender document.

#### **4. Amendment of Documents**

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

## **Preparation of Tenders**

### **5. Language of Tender**

The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and CAF, shall be written in English language. If any printed literature furnished by the tenderer may be written in another language it shall be 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.

### **6. Tender Form**

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

### **7. Tender Prices**

- 7.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.
- 7.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties, VAT, other taxes and any other charges payable where applicable:
- 7.3 Prices quoted by the tenderer shall be fixed during the Term of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 20.

### **8. Tender Currencies**

Prices shall be quoted in the Kenya shillings.

### **9. Tenderers Eligibility and Qualifications.**

- 9.1 Pursuant to paragraph 1 of section II, the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 9.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to CAF's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

### **10. Validity of Tenders**

- 10.1 Tenders shall remain valid for **120** days or as specified in the tender documents after date of tender opening prescribed by CAF, pursuant to paragraph 17. A tender valid for a shorter period shall be rejected by CAF as non-responsive.
- 10.2 In exceptional circumstances, CAF 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.. A tenderer granting the request will not be required nor permitted to modify its tender.

### **11. Format and Signing of Tender**

- 11.1 The tenderer shall prepare two (2) copies of the tender, clearly marking each "ORIGINAL TENDER" and the other "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern. Also, separate **Financials and**

**Technical proposals** in two different sealed envelopes clearly marking “**FINANCIAL PROPOSAL**” and “**TECHNICAL PROPOSAL**” and the tender number in the envelope.

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

11.3 The tender shall have no interlineation, 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.

## **Submission of Tenders**

### **12. Sealing and Marking of Tenders**

12.1 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. **Separate Financials and Technical bids.**

12.2 The inner and outer envelopes shall:

(a) be addressed to CAF at the following address:

**The Chief Executive Officer  
County Assemblies Forum  
P.O. Box 73552-00200  
Tel: 0701046933  
NAIROBI-KENYA**

and be deposited in the tender box situated at **5<sup>th</sup> Floor, CAF Offices, Flamingo Towers - Nairobi Upperhill** so as to be received on or before **08<sup>th</sup> April, 2019 at 9:00a.m**

(b) bear “**PROVISION OF SOUND AND PUBLIC ADDRESS SYSTEM FOR THE 4<sup>TH</sup> ANNUAL LEGISLATIVE SUMMIT; TENDER No. CAF/OT/01/03/2018-2019**” the Invitation for tenders (IFT) and the words: “**DO NOT OPEN BEFORE, April 8, 2019 at 09.00 A.M.**”

12.3 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”.

12.4 If the outer envelope is not sealed and marked as required by paragraph 12.2, CAF will assume no responsibility for the tender’s misplacement or premature opening.

### **13. Deadline for Submission of Tenders**

13.1 Tenders must be received by CAF at the address specified under paragraph 12.2 not later than **April 8, 2019 at 09.00 A.M.**

13.2 CAF may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 4, in which case all rights and obligations of CAF and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **14. Modification and Withdrawal of Tenders**

- 14.1 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 prior to the deadline prescribed for submission of tenders.
- 14.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 12. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 14.3 No tender may be modified after the deadline for submission of tenders.
- 14.4 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.

#### **Opening of Tenders**

#### **15. Opening of Tenders**

- 15.1 CAF will open all tenders in the presence of tenderers' representatives who choose to attend, on **April 8, 2019 at 09.00 A.M.**, and in the following location:

**County Assembly Forum Offices, 5<sup>th</sup> Floor Flamingo Towers, Nairobi Upperhill Board Room**

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

- 15.2 The tenderers' names, tender modifications or withdrawals, tender prices and discounts and such other details as CAF, at its discretion, may consider appropriate, will be announced at the opening.
- 15.3 CAF will prepare minutes of the tender opening.

#### **16. Clarification of Tenders**

- 16.1 To assist in the examination, evaluation and comparison of tenders CAF 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.
- 16.2 Any effort by the tenderer to influence the CAF in its' tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

#### **17. Preliminary Examination**

- 17.1 CAF will examine the tenders to determine whether they are complete, whether the documents have been properly signed, and whether the tenders are generally in order.

17.2 CAF 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 affect the relative ranking of any tenderer.

17.3 Prior to the detailed evaluation, pursuant to paragraph 18, CAF 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. CAF's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

17.4 If a tender is not substantially responsive, it will be rejected by CAF and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **18. Evaluation and Comparison of Tenders**

18.1 CAF will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 17

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

18.3 CAF's procurement of Sound and PA System Services tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 18.4 and in the technical specifications:

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

18.4. Pursuant to paragraph 18.3 the following methods will be applied:

- (a) *Operational Plan.*
  - (i) CAF requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than CAF's required time will be treated as non-responsive and rejected.
- (b) *Deviation in payment schedule.*

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

## **Award of Contract**

### **19. Post-qualification**

19.1 In the absence of pre-qualification, CAF 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.



19.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 9.2, as well as such other information as CAF deems necessary and appropriate.

19.3 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 CAF will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## **20. Procuring entity's Right to Vary quantities**

CAF reserves the right at the time of contract award to increase or decrease the quantity of services originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

## **21. Procuring entity's Right to Accept or Reject Any or All Tenders**

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

## **22. Notification of Award**

22.1 Prior to the expiration of the period of tender validity, CAF will notify the successful tenderers in writing that its tender has been accepted and promptly notify each unsuccessful Tenderer.

22.2 The notification of award will constitute the formation of the Contract.

## **23. Signing of Contract**

23.1 At the same time as CAF notifies the successful tenderer that its tender has been accepted, CAF will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

23.2 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to CAF.

## **24. Corrupt Fraudulent Practices**

24.1 CAF requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, CAF: -

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of CAF, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive CAF of the benefits of free and open competition;
- (b) 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;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

Furthermore, tenderers shall be aware of the provision stated in the General Conditions of Contract.

### 8.3.1 EVALUATION CRITERIA

#### **PART A: Mandatory Evaluation**

Each bidder must meet the criteria below

No	PRELIMINARY REQUIREMENTS
1	Certificate of Registration/Incorporation
2	Tax Certificate registration and Current Tax Compliance Certificate
3	Audited Financial Statements for at least three years
4	Tender document duly filled, signed and stamped
5	Valid Business Permit preferably from Kisumu County Government

#### **PART B: Technical Evaluation**

	REQUIREMENTS	MARKS
1	Profile of the company, including key Directors details Company Profile-5 Marks Key Directors, disclosure, reputation and country-5 Marks	10
2	Number of years of experience in undertaking the same services ( Sound and Public Address system) – 4 Marks Major towns/Cities-Mombasa-3 Marks -Nairobi-1.5 Marks -Kisumu/ Kajiado/ Northern Kenya -1.5 Marks	10
3	Provide evidence of having handled at least 5 major Corporate in the last 3 Years-Provide /attach references /recommendation letters or copies of LPOs	15
4	<b>Credit Terms (demonstrate ability to deliver on the assignment while awaiting payment)</b>	20
5	Number of employees as follows; Technical and Mechanical-4 Marks Healthy and Safety Staff-4 Marks Attach Organizational Structure-2Marks	15
<b>TOTAL MARKS OUT OF 70 (Pass Mark – 50)</b>		<b>70</b>

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#### **Part C: Financial Evaluation**

<b>FINANCIALS-30 Marks</b>	<p>Formula to be applied is:</p> <p><u>Price Evaluation</u></p> $\left\{ \frac{A \times 100 \times 30}{B} \right\} \%$
	<b>TOTAL MARKS OUT OF 30</b>

***Only bidders who meet the pass mark of 50 in Technical Evaluation above will proceed to Financial Evaluation.***

**Price Evaluation**

$$\frac{\{A \times 100 \times 30\}}{B}\%$$

Where:

A= Lowest price

B= Price quoted by each bidder lowest to the highest

30= the value attached to the price evaluation

Please note that you will be required to produce Original certificate for ease of verification.

**NOTE:**

- 1. Any bidder not providing the required mandatory documents shall not be considered for technical evaluation**
- 2. The Minimum Marks to be considered responsive in the technical stage (Technical Evaluation) is 50 Marks**
- 3. Bidders who attain the cut off score may be invited to clarify issues deemed important**
- 4. Required is Confidential Business Questionnaire filled and Signed**

## **SECTION III-GENERAL CONDITIONS OF CONTRACT**

### **1.Definitions**

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

- (a) “The Contract” means the agreement entered into between CAF and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- (c) “The services” means services to be provided by the tenderer to CAF under the Contract.
- (d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- (e) “The tenderer” means the individual or firm providing the services under this Contract.

### **2.Application**

2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement of services.

### **3.Standards**

3.1 The services provided under this Contract shall conform to the standards mentioned in the Technical Specifications.

### **4.Use of Contract Documents and Information**

4.1 The Candidate shall not, without CAF’s prior written consent, disclose the Contract, or any provision thereof, or information furnished by or on behalf of CAF in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

4.2 The tenderer shall not, without CAF’s prior written consent, make use of any document or information enumerated in paragraph 4.1 above.

4.3 Any document, other than the Contract itself, enumerated in paragraph 4.1 shall remain the property of CAF and shall be returned (all copies) to CAF on completion of the Tenderer’s performance under the Contract if so required by CAF.

### **5.Patent Rights**

5.1 The tenderer shall indemnify CAF against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services or any part thereof in the Procuring entity’s country.

## **6. Inspection and Tests**

- 6.1 CAF or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. CAF shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to CAF.
- 6.3 Should any inspected or tested services fail to conform to the Specifications, CAF may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to CAF.
- 6.5 Nothing in paragraph 7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

## **7. Payment**

- 7.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract.
- 7.2 Payments shall be made promptly by CAF as specified in the contract.

## **8.Prices**

- 8.1 Prices charged by the tenderer for Services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

## **9. Assignment**

- 9.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with CAF's prior written consent.

## **10.Subcontracts**

- 10.1 The tenderer shall notify CAF 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.

## **12. Force Majeure**

- 12.1 The tenderer shall not be liable in the provision of Sound and PA System Services, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

## SECTION IV- SPECIAL CONDITIONS OF CONTRACT

### 1. DEFINITIONS

1.1 In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated;

**“Schedule of Rates”** means the priced Schedule of Rates forming part of the tender [where applicable].

**“The Completion Date”** means the date of completion of the Services as certified by the Employer’s Representative.

**“The Contractor”** refers to the person or corporate body that’s tender to carry out the Services has been accepted by the Employer.

**“The Contractor’s Tender”** is the completed tendering document submitted by the Contractor to the Employer.

**“Days”** are calendar days; **“Months”** are calendar months.

**“Employer”** County Assemblies Forum

**“Equipment”** is the Contractor’s machinery and vehicles brought temporarily to the Site for the execution of the Services.

**“Site”** means the place or places where the Services are to be carried out.

**“Employer’s Representative”** is the person appointed by the Employer and notified to the Contractor for the purpose of supervision of the Services.

**“Specification”** means the Specification of the Services included in the Contract.

**“Agreement”** means this Agreement made between CAF and the Sound and PA System Service Provider including the First and second schedules and to other document forming the Agreement;

**“Effective Date”** means the date that the services shall commence as stipulated in the Agreement.

**“CAF”** means County Assemblies Forum;

**“Party”** means either CAF or Sound and PA System Service Provider

**“Both Parties”** means CAF and the Sound and PA System Service Provider;

## **CONTRACT DOCUMENTS**

2.1 The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;

- (1) Agreement,
- (2) Letter of Award and Acceptance,
- (3) Contractor's Tender,
- (4) Conditions of Contract,
- (5) Specifications,
- (6) Schedule of Rates

## **2. EMPLOYER'S REPRESENTATIVE'S DECISIONS**

2.1 Except where otherwise specifically stated, the Employer's Representative will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

## **3. INSTRUCTIONS**

3.1 The Contractor shall carry out all instructions of the Employer's Representative which are in accordance with the Contract.

## **4. MANAGEMENT MEETINGS**

4.1A Contract management meeting shall be held regularly and must be attended by the Employer's Representative and the Contractor. Its business shall be to review the performance of the Work. The Employer's Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the Employer.

The responsibility of the parties for actions to be taken shall be decided by the Employer's Representative either at the management meeting or after the management meeting and stated in writing to all who attend the meeting. However, emergency meetings can be called upon at short notices.

4.2 Official communication between parties shall be effective verbally and must be firmed up in writing.

## **6. TERMINATION**

This Agreement shall unless extended by both parties terminate at the end of two (2) Months from the date hereof HOWEVER either party may terminate the Agreement by giving to the other party Thirty (30) days' notice in writing or payment of the entire outstanding amount.

CAF may without prejudice to any other remedy accruing to it for breach of contract terminate this Agreement in writing in whole or in part if: -



- i) The Sound and PA System Service Provider fails to provide services of high standards in the performance of this Agreement and
- ii) The Sound and PA System Service Provider fails to perform any other obligation under this Agreement.

On termination of this Agreement howsoever terminated the Sound and PA System Service Provider shall be permitted to remove all its equipment, instruments which may have been placed by the Sound and PA System Service Provider upon the Premises.

## **7. FORCE MAJEURE**

Both parties shall be released from their respective obligations in the event of the occurrence of a condition beyond the control of CAF or the Supplier Company not involving the parties' fault or negligence and foreseeable such as national emergency, war, prohibitive governmental regulation or from any other cause PROVIDED THAT any contractual rights and obligations accruing to the parties prior to the occurrence of any or all of the aforesaid events shall be enforceable.

If any or all the aforesaid events shall occur either party shall immediately and without undue delay notify the other in writing of such occurrence and unless otherwise directed in writing the parties shall continue to perform their obligations under the Agreement as far as reasonably practical and shall seek any other alternative means for performance thereof if circumstances shall permit

## **8. CONFIDENTIALITY**

The successful company, its Officers, servants and agents shall not at any time during or after termination of this Agreement divulge or allow to be divulged to any person or third party any information relating to the business or affairs of CAF.

## **9. ASSIGNMENT**

The winning Company shall not assign or sub-contract any of its rights or duties under this Agreement

This Agreement supersedes any prior agreement between the parties whether written or oral and any such prior agreements are cancelled as at the date hereof but without prejudice to any rights that have already accrued to either of the parties.

## **10. PROVISION AND STANDARD OF SERVICE**

The winning bidder shall provide services of high standards in the performance of this agreement and poor performance shall be grounds for summary termination of the agreement without any notice at the sole discretion of CAF;

Delays in the performance of its obligations hereunder shall give rise to sanctions and imposition of liquidated damages by CAF

If at any time during the performance of this Agreement the winning company encounters conditions affecting timely provision of services, the winning Company shall immediately and without any delay notify CAF in writing of the condition, its cause and duration and possible solution thereto and as soon as practicable CAF shall evaluate the condition and may, at its sole discretion, waive the Sound and PA System Service Provider's obligations without the risk of sanctions impositions of liquidated damages and or the summary termination of this Agreement without any notice.

## **11. INDUCEMENT/PAYMENT OF COMMISSION AND CORRUPT GIFTS**

12.1 The Contractor shall not;

- (a) Offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with the Employer.
- (b) Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.

## **12. NOTICE**

Any notice to be served on either of the parties by the other shall be sent by prepaid mail recorded delivery or registered post to the address of the relevant party or by facsimile transmission or by electronic mail and shall be deemed to have been received by the addressee within Three (3) days of posting or 24 hours if sent by facsimile transmission or by electronic mail.

## **14. DISPUTE RESOLUTION**

Both parties shall Endeavour to settle amicably any dispute or difference of any kind but should such difference or dispute persist then this shall be settled in accordance with the Arbitration Act 1999.

## APPENDIX TO CONDITIONS OF CONTRACT

THE EMPLOYER IS

Name: County Assemblies Forum

Address: P.O BOX 73552-00200 NAIROBI

Name of Employer's Representative Chief Executive Officer

The Service consist of Provision of Sound and Public Address System

The Start Date shall be April 10th, 2019

The Intended Completion Date for the whole of the Services shall be April 19<sup>th</sup>, 2019. Details as **per the contract** \_\_\_\_\_

The following documents also form part of the Contract: See Special conditions of the contract Section IV \_\_\_\_\_

The services shall be rendered to the staff and stakeholders of County Assemblies Forum

The name and Address of the Employer for the purposes of submission of tenders' is

**Chief Executive Officer**  
**County Assemblies Forum,**  
**Flamingo Towers, 5<sup>th</sup> Floor**  
**P.O. Box 73552 - 00200**  
**NAIROBI, KENYA**

The tender opening date and time is at 09.00 am on 8th April, 2019.

## SECTION V - SCHEDULE OF REQUIREMENTS

### **The purpose of Sound and PA system as follows:**

CAF intends to engage a service provider to provide Sound and Public Address system for its members during the 4<sup>th</sup> Annual Legislative Summit to be held in Kisumu for a period of One (1) week starting 14<sup>th</sup> April 2019 to 18<sup>th</sup> April 2019.

A high standard sound services in the execution of work is expected. Poor performance and substandard quality of work will be grounds for termination of the agreement.

### **Logistics**

The winning bidder shall make arrangements and be responsible at their own cost for the following:

- General transport requirements for all its personnel to and from the venue
- It is the responsibility of the winning bidder to provide accommodation and site offices for all personnel and operations (*where applicable*).

**SCHEDULE OF REQUIREMENTS  
LIST OF SOUND AND PA SYSTEM ITEMS**

S/NO	ITEM DESCRIPTION	UNIT OF ISSUE	QTY	MINIMUM QUANTITY
1	A professionally tuned music /PA system. {for pax No 3500 people} consisting of:	Each	1	
	<b>SPEAKERS</b>			
	10 satellite speakers (400W) inside hall	Each	10	
	4 single 18 subwoofer (100W) inside hall	Each	4	
	2 speakers (400W) outside hall	Each	2	
	3 monitors (300W) on stage	Each	3	
	<b>MICROPHONES</b>			
	10 shure cordless mics for Q&A	Each	10	
	3 shure lapel mics for presenters	Each	3	
	1 corded mic for podium	Each	1	
	<b>LED/PLASMA SCREENS</b>			
	60 inch LCD screens consisting of	Each	60	
	6 screens inside hall	Each	6	
	4 screens outside hall	Each	4	
	3 screens for stage	Each	3	
	<b>OTHER REQS</b>			
	DVD player, music & long 3.5mm jack cable to connect laptop to PA	Each		
	5Mx4M LED screen connected to camera	Each		
2	Projectors and screens consisting of:			
	2 7500 lumens projectors and 2 12ftx12ft for front 2 6000 lumens projectors and 2 10ftx8ft for middle	Each		
3	Data splitter and long VGA cables for synchronized projection in and out of hall	Each		
4	Video Recording and mass production of DVDs, MP3 etc for sale during the event by CAF and immediate upload to CAF YouTube channel	Each		
5	Standby Generator (120kva) (Silent Generator with Automatic Changeover	Each		

Signature of tenderer \_\_\_\_\_

**Note:** All prices should be inclusive of all applicable taxes and transport costs

## PRICE SCHEDULE

S/NO	ITEM DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE	TOTAL COST
1	A professionally tuned music /PA system. {for pax No 3500 people] consisting of:	Each	1		
	<b>SPEAKERS</b>				
	10 satellite speakers (400W) inside hall	Each	10		
	4 single 18 subwoofer (100W) inside hall	Each	4		
	2 speakers (400W) outside hall	Each	2		
	3 monitors (300W) on stage	Each	3		
	<b>MICROPHONES</b>				
	10 shure cordless mics for Q&A	Each	10		
	3 shure lapel mics for presenters	Each	3		
	1 corded mic for podium	Each	1		
2	Projectors and Screens				
	60 inch LCD screens consisting of	Each			
	-6 screens inside hall	Each	6		
	-4 screens outside hall	Each	4		
	3 screens for stage	Each	3		
	<b>OTHER REQS</b>				
	DVD player, music & long 3.5mm jack cable to connect laptop to PA	Each			
	5Mx4M LED screen connected to camera	Each			
	2 7500 lumens projectors and 2 12ftx12ft for front 2 6000 lumens projectors and 2 10ftx8ft for middle	Each			
3	Data splitter and long VGA cables for synchronized projection in and out of hall	Each			
4	Video Recording and mass production of DVDs, MP3 etc for sale during the event by CAF and immediate upload to CAF YouTube channel	Each			
5	Standby Generator (120kva) (Silent Generator with Automatic Changeover	Each			

Signature of tenderer \_\_\_\_\_

**Note:** All prices should be inclusive of all applicable taxes and transport costs

**Note the following please;**

- 1.All the prices should include VAT and all related taxes
- 2.Indicate the payment mode, supplier to note that CAF requires a credit period of 30 days
- 3.Indicate references for the similar past event that you have performed
4. Suppliers to note that they are expected to have delivered, mounted and completed all works on the tent by 8 am, 12th April 2019
5. Plasma Screens to 60" or more, synchorized with LCDs and relaying footage from hight table
6. Video Recording and mass production of DVDs, MP3, 4s etc for sale during the event by CAF

## SECTION VI - STANDARD FORMS

### CONTENTS

1. Tender Form .....
2. Contract Form .....
3. Qualification Information.....
4. Tender Questionnaire .....
5. Confidential Business Questionnaire .....

## TENDER FORM

To: The Chief Executive Officer  
County Assemblies Forum,  
Flamingo Towers  
P.O Box 73552-00200,  
**NAIROBI.**  
**Kenya.**

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos. \_\_\_\_\_, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide **Sound and PA System Services**

in conformity with the said bidding documents for the sum of

\_\_\_\_\_ VAT Inclusive or  
such other sums as may be ascertained in accordance with the Schedule of Rates attached herewith and made part of this Tender.

If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Employer.

We agree to abide by this Tender for a period of **120** days from the date fixed for Tender opening under Section B 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.

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

**Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2019.**

\_\_\_\_\_  
*[Signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Tender for and on behalf of \_\_\_\_\_



**CONTRACT FORM**

This Contract is made on ..... **2019** BETWEEN **COUNTY ASSEMBLY FORUM** of P.O BOX 73552-00200, Nairobi, hereafter referred to as “the Employer” ( which expression shall where the context so admits include its assigns agents and successors in title ) on one part AND ..... of P.O BOX ....., hereinafter referred to as “the contractor” ( which expression shall where the context so admits include , its assigns, agents and successor in title ) of the other part.

WHEREAS “the Employer” is registered in the Republic of Kenya.

WHEREAS “the owner “invited tenders for the provision of Sound and PA System Services and has accepted a tender by the contractor for the provision of the said services in the sum of Kenya Shillings  
..... (Hereinafter referred to as 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 General Conditions of Contract;
  - (d) The Special Conditions of Contract
  - (e) The owner’s Notification of Award
  - (f) Contractors letter of Acceptance.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Employer hereby covenants to pay the Contractor in consideration of the provision of the services 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

for the Owner in the presence of:

)  
)  
)  
)

**WITNESS**

)  
)  
)  
)  
)  
)

Sign of the Contractor in the presence of:

)  
)  
)  
)  
)  
)

## QUALIFICATION INFORMATION

### 1. Individual Tenderers or Individual Members of Joint Ventures

1.1 Constitution or legal status of tenderer (attach copies of the follow up Certificates);

Registration of Business Name Certificate .....

VAT Certificate .....

PIN Certificate .....

1.3 Services rendered of a similar nature and volume over the last three years. Also, list details of work under way or committed, including expected completion date. Attach reference letter of previous contracts.

Name of client and contact person	Type of work performed and year of completion	Value of Contract

1.4 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data.

<b>Position</b>	<b>Name</b>	<b>Years of experience (general)</b>	<b>Years if experience in proposed position</b>
Chairman			
Director			
Operations Manager			
(etc)			

1.6 Certified audited Company's Financial statement for the last three years: *(Attach a copy)*.

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1.7 Name, address and telephone, e-mail and facsimile numbers of banks that may provide reference if contacted by the Employer.

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1.8 Statement of compliance with the requirements of Clause 1.2 of the Instructions to Tenderers.

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1.9 Proposed program (work method and schedule) for the whole of the services

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## TENDER QUESTIONNAIRE

*Please fill in block letters.*

1. Full names of tenderer;  
.....
2. Full Physical address of tenderer to which tender correspondence is to be sent  
.....  
.....
3. Telephone number (s) of tenderer;  
.....
4. Facsimile,.....
5. E-mail address.....
6. Contact Person.....
7. Tenderer's representative to be contacted on matters of the tender during the tender period;  
Name.....  
Telephone    Number.....  
Email Address.....
8. Details of tenderer's nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone);  
.....

\_\_\_\_\_  
Signature of Tenderer

*Rubber stamp of company*

Make copy and deliver to: \_\_\_\_\_ (*Name of Employer*)

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are requested to give the particulars indicated in Part I and either Part 2 (a), 2 (b) or 2 (c) whichever applies to your type of business. It is a serious offence to give false information on this form

<p><i>Part I- General :</i></p> <p>Business Name .....</p> <p>Location of business premises.....</p> <p>Plot No. ....</p> <p>Street/Road.....</p> <p>Postal Address.....Tel. No.....</p> <p>Nature of business.....</p> <p>Current Trade Licence No..... Expiring date.....</p> <p>Maximum value of business which you can handle at any one time : K£.....</p> <p>Name of your bankers.....Branch .....</p>
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<b><i>Part 2 (a) – Sole Proprietor</i></b>	
<input type="checkbox"/>	Your name in full.....Age.....
<input type="checkbox"/>	Nationality.....Country of origin..... *Citizenship details.....

**Part 2 (b) Partnership**

Given details of partners as follows:

*Name                      Nationality                      Citizenship Details*

*Shares*

1. ....

2. ....

**Part 2 (c) – Registered Company:**

Private or Public.....

State the nominal and issued capital of company-

Nominal K£.....

Issued K£.....

Given details of all directors as follows:-

*Name                      Nationality                      Citizenship Details*

1.

2.

3

Date .....Signature of Candidate.....

*\*if Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or Registration.*

