



KENYA TOURISM BOARD (KTB)

TENDER DOCUMENT

FOR

**SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF VIDEO
CONFERENCING SOLUTION**

TENDER NO. KTB/T/010/2016-2017

CLOSING DATE: THURSDAY 19TH APRIL, 2017 AT 12.00 NOON

Kenya Tourism Board

P.O. Box 30630 – 00100, Nairobi, Kenya **Tel:** (020) 2711 262/2749 000

Website: www.ktb.go.ke/www.magicalkenya.com

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SECTION I - LETTER OF INVITATION

Date: WED 4th April, 2017

Dear Sir/Madam,

NOTICE OF OPEN NATIONAL TENDER

TENDER REF: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF VIDEO CONFERCING SOLUTION

Kenya Tourism Board (KTB) is a body corporate established as a State Corporation under the Legal Notice No. 14 and is now enshrined in the Tourism Act No. 28 of 2011 and is charged with the statutory mandate of promoting and marketing Kenya as a tourist destination locally and internationally.

Kenya Tourism Board invites sealed tenders for the SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF VIDEO CONFERCING SOLUTION. Interested eligible bidders may obtain further information and inspect the tender documents at the Kenya Tourism Board, Procurement Office, during normal office working hours (8.00am-1.00pm, 2.00pm – 5.00pm). The Tender Documents may also be downloaded from: www.ktb.go.ke

The detailed scope of service and TORs are provided in the bid document.

A complete set of tender documents in English may be obtained by interested candidates from the procurement office, during working hours, i.e. Monday to Friday between 8.00 a.m. – 1.00 p.m. and 2.00 p.m. – 5.00 p.m. W.e.f 4th April 2017 upon payment of a non-refundable fee of **Kshs. 1,000.00** per set of documents payable at the cashier's office on 7th floor either in cash or Bankers Cheque.

Eligible bidders can also view/obtain/download the above Tender document from our destination website www.magicalkenya.com/tenders, www.ktb.go.ke/tenders, IFMIS website www.supplier.treasury.go.ke **free of charge**.

For those who physically pick the tender document from procurement office must attach evidence of payment to the technical proposal

Submit original and copy of the **TECHNICAL PROPOSAL** in sealed envelopes indicating the Tender Number and clearly marked **TECHNICAL PROPOSAL** and the original and copies of **FINANCIAL PROPOSAL** clearly marked **FINANCIAL PROPOSAL** and a warning **DO NOT OPEN WITH THE TECHNICAL PROPOSAL**. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall clearly be marked **DO NOT OPEN EXCEPT IN THE PRESENCE OF THE OPENING COMMITTEE** and addressed to:

**CHIEF EXECUTIVE OFFICER
KENYA TOURISM BOARD
P.O. BOX 30630-00100
NAIROBI**

Proposals received on email or fax will not be accepted.

The Proposal documents shall be received **on or before 19th April, 2017 at 12.00 noon** and deposited in the tender box located on 7th Floor Kenya Re Towers, off Ragati Road.

Opening of the tenders will take place immediately thereafter in the Boardroom on 8th Floor in the presence of bidders who wish to attend.

All bids must be accompanied by a **bid security of Kshs 300,000**

CHIEF EXECUTIVE OFFICER

SECTION II - INFORMATION TO CONSULTANTS

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SECTION II - INFORMATION TO CONSULTANTS

2.1 Introduction

KTB through open national tendering invites eligible firms to submit a proposal for the Supply, Delivery, Installation and Commissioning of Video Conferencing Solution

- 2.1.1 The bidders/firms are invited to submit a Technical Proposal and a Financial Proposal for the Supply, Delivery, Installation and Commissioning of Video Conferencing Solution as specified in the terms of reference (TORs). The **highest ranked firm on the combined technical and financial scores on the proposals** shall be invited to negotiate a contract. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected media house.
- 2.1.2 Bidders must familiarize themselves with KTB's requirements before preparing their tenders. To obtain first-hand information on the services required, tenderers are encouraged to liaise with KTB regarding any information that they may require before submitting a proposal.
- 2.1.3 The cost of preparing the proposal and negotiating the contract including any visit to KTB's premises are not reimbursable as a direct cost of the assignment. KTB is not bound to accept any of the proposals submitted.
- 2.1.4 KTB's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender.

2.2 Clarification and amendment to the RFP documents

- 2.2.1 The bidder may request a clarification not later than Seven (7) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post, fax or email to procurement@ktb.go.ke KTB will respond by post, fax or email to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all bidders invited to submit proposals.
- 2.2.2 At any time before the deadline for submission of the proposals, KTB may for any reason, either at its own initiative or in response to a clarification requested by an intended bidder amend the RFP. Any amendment shall be issued in writing, fax or email to all invited bidders and will be binding on them. KTB may at its discretion extend the deadline for the submission of the proposals.
- 2.2.3 KTB shall reply to and clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.3 Preparation of proposals

- 2.3.1 **The bidder's proposal shall be written in English language.**
- 2.3.2 **All pages of each proposal submitted shall be serialized and well bound**

2.3.3 In preparing the Technical Proposal, the bidders are expected to examine the documents consisting of the RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;

(i) ***Attach a certified copy of registration certificate as evidence of registration of your business (Mandatory requirement)***

(ii) ***Attach copies of Annual Accounts for the last two years i.e. 2014 & 2015 (Mandatory requirement)***

(iii) *Attach evidence of payment of tender fees of Kshs. 1,000.00 to the technical proposal if physically collected from procurement office*

(iv) ***Attach evidence of payment of bid bond/tender security of Kshs. 300,000.00 to the technical proposal (Mandatory requirement)***

(v) *Duly filled & signed confidential business questionnaire*

2.3.5 The Technical Proposal shall be separate from the Financial Proposal and shall not include any financial information.

2.3.6 **The tender security of Kshs. 300,000.00 (or evidence of payment) shall be enclosed in the technical proposal envelope**

2.4 Financial proposal

The financial proposal should include all taxes and any other cost related to the proposal. Please provide all available service level packages and ensure that costs for such are included in the financial proposal,

2.4.1 The fees shall be expressed in Kenya Shillings

2.4.2 The Financial Proposal must remain valid for 120 days after the submission date. During this period the bidder is expected to keep available at his own cost any staff proposed for the assignment. KTB will make best efforts to complete negotiations within this period. If KTB wishes to extend the validity period of the proposals, the consultants who do not agree, have the right not to extend the validity of their proposals.

2.5 Submission, Receipt and opening of proposals

2.5.1 The technical proposal and the financial proposal (if required) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the individual consultants. Any such corrections must be initialed by the bidder.

- 2.5.2 For each proposal the bidder shall prepare the proposals in the number of copies indicated in the special conditions of contract. Each Technical Proposal and Financial Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.3 The original and copy of the technical proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL", and the original and copy of the financial proposal in a sealed envelope duly marked "FINANCIAL PROPOSAL". Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear KTB's address and clearly marked "DO NOT OPEN before **Wednesday 19th April, 2017 12.00 Noon**.
- 2.5.4 The completed Technical and Financial proposals must be delivered at the submission address on or before the time and date of the submission of the proposals indicated in the appendix to the instructions to bidders. Any proposals received later than the closing date for submission of proposals shall be rejected and returned to the bidder unopened. For this purpose the inner envelope containing the technical and financial proposals will bear the address of the bidder submitting the proposals.
- 2.5.5 After the deadline for submission of proposals the outer envelope and the technical proposals shall be opened immediately by the opening committee. The financial proposals shall be marked with the bidder's number allocated at the time of opening the outer envelope and the technical proposals but shall remain sealed and in the custody of a responsible officer of KTB up to the time set for opening them.

2.6 Opening of Tenders

- 1.6.1 KTB will open all tenders in the presence of tenderers' representatives who choose to attend, **at 12.00 noon on Wednesday 19th April, 2017** and in the location specified in the appendix.

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

Tenders will only be opened to those who meet the requirements for eligibility

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

2.7 Evaluation of the Proposal (General)

- 2.7.1 From the time the proposals are opened to the time of the contract award, if any bidder wishes to contact KTB on any matter relating to his/her proposal, he/ she should do so in writing at the address indicated. Any effort by a bidder to influence KTB's staff in the

evaluation of proposals or awards of contract may result in the rejection of the bidder's proposal.

2.7.2 The tender will proceed in three stages i.e. preliminary/mandatory, technical and financial.

2.7.3 The evaluation committee shall have no access to the Financial Proposal, which in any case will remain sealed, until the technical evaluation is concluded or finalized.

2.7.4 Procuring entity's Right to Vary quantities

The Procuring entity 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.

2.8 Evaluation of Technical Proposals

2.8.2 The evaluation committee appointed by KTB to evaluate the proposals shall carry out the evaluation of technical proposals following the criteria set out in the Terms of Reference (TOR) based on the following points criteria:

EVALUATION CRITERIA

The bids submitted shall be subjected to a three-stage evaluation process as shown below:

- a) Preliminary/Mandatory evaluation
- b) Technical evaluation
- c) Financial evaluation

a) Preliminary/Mandatory Evaluation

Proposals will be evaluated on the basis of their responsiveness to mandatory requirements as listed here-below:-

No	Requirements	Tenderer's Response
1	Provide documentary evidence of the company's Certificate of Incorporation (Legal structure)	
2	Provide copy of the company's current Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA)	
3	Submit a completed company's profile using the Confidential Business Questionnaire provided in this tender document.	
4	The bidder must have implemented a similar solution in government entity in the past 2 years	

5	Provide copies of audited accounts for the company for the last three accounting years.	
6	Provide proof of manufacturer's products authorization as a Certified partner.	
7	All the solutions proposed must be from the same vendor including the Switching and Voice Gateways.	
8	Valid Tender Security – Kshs 300,000	

Failure to submit any of the documents/information listed above will lead to automatic disqualification.

b) Technical Evaluation

A. Technical Evaluation (Capacity to Deliver the Solution)

S/NO	REQUIREMENT	Maximum MARKS	BIDDER'S RESPONSE
1.	One (1) Year Hardware/software Manufacturer Warranty for the solution.	5	
2.	Reference sites in Kenya where a similar solution has been deployed in a corporate institution. <ul style="list-style-type: none"> • 3 marks for 5 sites • 7 marks for 10 sites • 15 marks for 20 sites • 20 marks for more than 20 sites Contact details of the contact persons at each reference site should be included.	20	
3.	Bachelor's Degree with CCNP or equivalent qualifications for at least two (2) engineers.	10	
4.	The solution is a Leader in both Ability to Execute as Well as Completeness of Vision in the Gartner Magic Quadrant for Unified Communications and Video Systems 2014, 2015 and 2016. (Attach evidence)	25	
5.	Training for two (2) ICT officers for the proposed solutions should be included with the proposed solution post-deployment.(local or foreign) that can be redeemed with Learning Credits	5	
7.	The bidder must provide a technical proposal – that includes:		
	Product/solution description with clearly marked brochure	20	

Overall Solution Diagram of the proposed solution	10	
Project plan and implementation methodology	5	
TOTAL	100	

FINANCIAL EVALUATION (PRICE)

Tenderers should note that only tenders that score **80%** and above on the Technical Evaluation (Capacity to Deliver the Solution) will qualify to have their financial bids evaluated. Those scoring below 80% will not be evaluated further and will be disqualified.

SECTION VI - TECHNICAL SPECIFICATIONS

6.0 General Requirements

- i) The Bidder shall supply, deliver, install, test, and commission the video conferencing solution. Bidder shall be liable for any defects and will guaranteed the solution and all components for an initial 12-month period after commissioning.
- ii) Installation and configuration shall be approved by the ICT Department, Kenya Tourism Board.
- iii) The supply, delivery, installation and commissioning of video conferencing solution shall meet National standards in relation to quality of manufacture, health and safety regulations regarding their usage.
- iv) iv) Manuals for equipment supplied. Such manuals shall have information for all the components of the equipment. The manuals shall be written in English.
- v) v) The supply, delivery, installation and commissioning of video conferencing solution shall afford easy administration management by the client for routine maintenance.

Minimum Requirements

These specifications define the minimum requirements, but Bidders who offer superior facilities will be considered. Any bid, which does not comply with the minimum requirements, will be rejected.

- i) The Bidder must have a local office in Kenya that has been in operation for more than three (3) years.
- ii) The Bidder must have successful undertaken projects of similar nature. Provide evidence in form of project completion certificate or user acceptance certificate or client testimonial.
- iii) The Bidder must have at least five references where systems of similar magnitude have been deployed successfully.
- iv) For all active equipment that the Bidder does not manufacture, the Bidder must provide proof of being an authorized channel partner to resell equipment (Manufacturer Authorization Form).

- v) The Bidder must demonstrate capacity to technically and financially deliver the project. Attach Balance Sheet from Audited Accounts for the last three years.
- vi) Bidders must attach Technical Data sheets for the equipment they propose to supply, detailing the essential technical performance characteristics.

Technical Requirements

All the solutions proposed must be from the same vendor including the Switching and Voice Gateways

1. Video Conferencing Cameras	Quantity 2		
20x total zoom (10x optical, 2x digital zoom)		Compliant(Y/N)	Comments
Motorized +12°/-14° tilt (+up, - down, camera POV), +60°/-90° pan (+ right, - left, camera POV)			
80° horizontal field of view			
48.8° vertical field of view			
Resolutions: 1080p60 and 720p60			
Automatic or manual focus, brightness, and white balance			
Far-end camera control with Speaker and presentation tracking			
Camera control over Ethernet			
Focus distance 3.28 ft (1m) to infinity			
2. Screens (Display)	Quantity 2		
		Compliant(Y/N)	Comments
2x 70-inch TFT-LCD monitor, edge-lit LED			
Resolution: 1920 x 1080			
HD collaboration with 1080p60 main and 1080p30 content			
Viewing angle: +/- 176 deg			
3. Video Conference Solution	Quantity 2		
		Compliant(Y/N)	Comments
Should support for Intelligent Proximity for content sharing to mobile devices and wireless sharing from Macs and PCs			
Should support Switched Conferencing (SVC) for enhanced layouts and enabling video on both screens of dual screen endpoints			
Should support for control room peripherals such as lights, room dividers, curtains through customizable API			
There Should have a support built-in speaker tracking system as option			
It Should have minimum support for four simultaneous video inputs			
The hardware should have the ability to Ability to connect up to four HD sources and 8 microphones directly to the codec			
The hardware should be capable to support packet loss protection technology for optimal experience			

Video Conferencing Multisite features:	Compliant(Y/N)	Comments
Five way 720p30 High Definition, three or four way 1080p30		
Support for Presentation from any participant		

Video Conferencing Physical Characteristics

Fully integrated unit including:	Compliant(Y/N)	Comments
Codec		
Display		
Cameras (TWO cameras built with)		
Loudspeakers		
Cables included: DVI-I-to-VGA cable with Euroblock to 3.5-mm jack audio cable, HDMI to HDMI, LAN cable, and power cable		
Power supply	Compliant(Y/N)	Comments
<ul style="list-style-type: none"> ● Auto-sensing power supply ● 100-240 VAC, 50/60 Hz ● Standby Power Consumption dual cam: 157W ● Average Power Consumption dual cam: 571W* ● Max Power Consumption dual cam: 591W <p>* Power consumption under normal operating conditions as defined in IEC 60950-1</p>		
Security & video features	Compliant(Y/N)	Comments
Firewall Expressway technology		
H.460.18 and H.460.19 firewall traversal		
H.261, H.263, H.263+, H.264 and H.265 (SIP only for H.265)		
Management through HTTPS and SSH		
Total management via embedded, Telnet, SSH, XML, and SOAP		
Remote software upload via web server, SCP, HTTP, and HTTPS		
One RS-232 for local control and diagnostics		
Support for Touch tablet control		

4. Communication server	Quantity 2	Compliant(Y/N) Comments
General Specifications		
1RU Rack-mount Server		
Single E5-2630v3 (8-core, 2.4 GHz)		
32 GB RAM		
6x 300GB 10K SFF disks, RAID5		
Ethernet ports on motherboard		
Application /System Capacity		
Maximum number of users - 1000		
Maximum number of mailboxes and voicemail ports - 1000 mailboxes & 24 voicemail ports		
Number of contact center agents- 100		
Number of presence users - 1000		
There should be a respective licenses for the end points to register and function		
Co-resident applications - Choice of up to five applications (four collaboration + one provisioning)		
Video Multi-Conferencing Meeting Server Unit	Quantity 2	Compliant(Y/N) Comments
This is a system that brings video, audio, and web communication together on premises to meet the collaboration needs of the modern workplace		
The MCU shall have the following features;		
Users can choose the device and application they connect with		
You can dial in or dial out through web server.		
You can use the MCU standalone or with an H.323 gatekeeper or SIP registrar or proxy.		
You can select the active speaker using remote control or voice activation.		
Far-end camera control tunneling is performed using remote control or the webpage.		
On-screen text messaging to individual or all sites is possible.		
Conference scheduling and reservation is built into the MCU application.		

5. Executive Video IP Phones	Quantity 3	Compliant(Y/N)	Comments
Design features			
Ability to install in minutes			
large 23-inch screen and best-in-class video and audio capabilities, allows for life-like experiences			
Support to use as an external monitor when plugged into a laptop. Should have a high-contrast LED panel with a wide viewing angle and a full touch surface.			
Support to tilt the camera down to allow sharing of physical content and drawings.			
Reclines to a 40° angle to the table			
Components			
Codec			
Camera			
Display			
Microphone & Loudspeaker			
HDMI cable (2m), USB cable (2m), Ethernet cable (2.9m), and power supply			
63° horizontal field of view			
38° vertical field of view			
Resolution: 1080p30			
F 2.2			
Privacy shutter			
Hardware ports			
High-Definition Multimedia Interface (HDMI) type A port for PC or Mac video input			
HDMI type A port output (reserved for future use)			
High-speed USB 2.0 ports:			
23-inch (0.58m) LCD monitor			
Resolution: 1920 x 1080 (16:9)			
High-contrast IPS LED panel			

Contrast ratio: 1000:1 (typical)		
Viewing angle: +/-178 degrees (typical)		
Response time: 5 ms (typical)		
Brightness: 215 cd/m2 (typical)		
Color depth: 16.7 million colors		
Color gamut 72% (of NTSC)		
10-point multitouch surface		
6. Executive Color IP phones	Quantity 14	Compliant(Y/N)
		Comments
800 × 480, 24-bit color, 5-in. WVGA display provides scrollable access to calling features and text based XML applications Localized language support, including right-to-left on-screen text		
720p HD two-way video (encode and decode).		
Bluetooth 4.1 LE, Enhanced Data Rate (EDR) , Hands-Free Profile (HFP) & Phone Book Access Profile (PBAP) support for phone book object exchange between devices		
The phone supports a built-in Gigabit Ethernet switch for your PC connection.		
7. Standard IP Phone	Quantity 70	
5-in., 800 × 480 resolution, grayscale display provides scrollable access to calling features and text-based XML applications.		
Should supports five lines and programmable keys		
High-resolution, graphical, grayscale display for easier viewing		
Dedicated fixed keys for more efficient communications		
Built-in speakerphone enables hands-free communication		
Wideband audio - G.722 on handset, speakerphone and headset		

8. 24 x PoE Ethernet Switch	Quantity 1	Compliant(Y/N)	Comments
24 x PoE Ethernet 10Base-T, Ethernet 100Base-TX, Ethernet 1000Base-T with 10G Small Form-Factor Pluggable (SFP) Modules			
More than 80 Gbps of switching bandwidth			
Stacking bandwidth support of 160 Gbps			
DRAM - 4GB FLASH - 2GB Switch forwarding rate should be 68 mpps			
Minimum 20 gbps of wireless stacking bandwidth			
Minimum of 25 access points & 1000 users support			
SNMP 1/2, RMON 1, RMON 2, RMON 3, RMON 9, Telnet, SNMP 3, SNMP 2c, FTP, TFTP, SSH protocol supported			
Dual redundant power supply supported			
Rack-mountable - 1RU Stackable			
optimized application visibility with FNF across wired plus wireless			
Enhanced Energy Saving features			
USB Console cable for management, Stackable Minimum 4 levels			
MAC sec hardware-based encryption			
9. 48 x PoE Ethernet Switch	Quantity 2	Compliant(Y/N)	Comments
48 x PoE Ethernet 10Base-T, Ethernet 100Base-TX, Ethernet 1000Base-T with 10G Small Form-Factor Pluggable (SFP) Modules			
More than 176 Gbps of switching bandwidth			
Stacking bandwidth support of 160 Gbps			
DRAM - 4GB FLASH - 2GB Switch forwarding rate should be 68 mpps			
Minimum 20 gbps of wireless stacking bandwidth			
Minimum of 25 access points & 1000 users support			
SNMP 1/2, RMON 1, RMON 2, RMON 3, RMON 9, Telnet, SNMP 3, SNMP 2c, FTP, TFTP, SSH protocol supported			
Dual redundant power supply supported			
Layer 3 switching, Layer 2 switching supported			
Rack-mountable - 1RU Stackable			

optimized application visibility with FNF across wired plus wireless			
Enhanced Energy Saving features			
USB Console cable for management, Stackable Minimum 4 levels			
MAC sec hardware-based encryption			
10. Receptionist Phone & Console	Quantity 1	Compliant(Y/N)	Comments
Features and Benefits			
Handset should be 800 × 480, 24-bit color, 5-in. WVGA display provides scrollable access to calling features and text-based XML applications			
There should be a side USB port to enhance the usability of call handling by enabling wired or wireless headsets, as well as provide up to 500-mA power output at 5V or 2.5W			
Bluetooth 3.0 Enhanced Data Rate (EDR) Class 1 technology (up to 66-ft [20m] range) is supported			
Gigabit Ethernet port with energy wise support			
2 x expansion KEY modules of 4.3-inch graphical (TFT) color display provides 16-bit color depth and 480 x 272 effective pixel resolution, with backlight. The display also supports localization requiring double-byte Unicode encoding for fonts			
The modules should have 18 physical buttons each			
Key Expansion Module allows for quick and easy identification of associated buttons			
controls answer, transfer, hold, park, join, conference, and place outbound calls - all from a fast and intuitive application			
11. VOICE GATEWAY Router	Quantity 1	Compliant(Y/N)	Comments
Concurrent software services at speeds up to 100 mbps. Backplane architecture supports high-bandwidth module-to-module communication at speeds up to 300 mbps.			
A distributed multicore architecture with the industry's first internal services plane.			
Remote installation of application-aware services, which run identically to their counterparts in dedicated appliances.			
Total onboard WAN or LAN 10/100/1000 ports - 2 x SFP ports			
DRAM - default memory is 4 GB, upgradable to 16 GB Flash - default memory is 4 GB, upgradable to 16 GB			
NIM Slots - 2 nos Enhanced Service Slot - 1 no			
Onboard ISC slot			

It must have a PRI & 4 x FXO ports with router			
should have required DSP modules for the PRI/trunk ports			
UL 60950-1			
CAN/CSA C22.2 No. 60950-1			
EN 60950-1			
AS/NZS 60950-1			
IEC 60950-1			
GB-4943			
SNMP, Remote Monitoring (RMON), syslog, NetFlow, IP Flow Information Export (IPFix)			
An optional upgrade to the internal power supply provides inline power (802.3af-compliant PoE or 802.3at-compliant PoE+) to optional integrated switch modules			
Router should be capable of supporting BGP , voice features			
1 rack unit (1RU)			
Support for multiple, diverse access links: T1/E1, T3/E3, Serial, xDSL, and Gigabit			
Modular network interfaces with diverse connection options for load-balancing and network resiliency.			
Modular interfaces with online removal and insertion (OIR) for module upgrades without network disruption.			
12. WEB CONFERENCE SOLUTION	Quantity 1	Compliant(Y/N)	Comments
Web/ video conferencing should provide highly secure and scalable collaboration with the largest number of concurrent participants in a single meeting without any on-premises hardware requirements for 20 named users			
Capable of enhancing personal rooms, turning them into permanent, personalized spaces. Schedule ahead or invite others to drop in.			
Each participant, regardless of video system, enjoys the same integrated video, audio, and content for one meeting experience			
Should Support for up to 1025 concurrent users in a single meeting			
720p at 30 frames per second (fps) and content sharing up to 720p at 5 fps - SIP/H323			
Video aspect ratios: 4:3 standard and 16:9 widescreen			
Advanced Encryption Standard (AES) 128-bit encryption			

Up to 25 SIP or H.323 video conferencing screens or clients		
participants can change their layout using DTMF controls		
Support for Skype for Business and Lync integration		
Host and join meetings using the iOS and Android mobile apps		
Record sessions with video, audio, and content for future reference, training, or demonstrations		
Languages supported include English, Brazilian Portuguese, Chinese (simplified and traditional), Danish, Dutch, European Spanish, French, German, Italian, Japanese, Korean, Russian, Spanish, Swedish, and Turkish		

Final Inspection

- i. On completion of the project, The Kenya Tourism Board's ICT technical team will perform a final inspection of the installed storage solution with the contractor's project manager.
- ii. The final inspection would be performed to validate that installed storage solution is as defined in the documentation submitted. The validation would be against international acceptable standards.

Test Verification

- i. The Kenya Tourism Board's ICT technical team would perform random tests to validate against submitted results.
- ii. ii) The bidder shall carry out this verification together with the KTB ICT team using the same test parameters.
- iii. iii) Any significant discrepancies need to be addressed and corrected before final acceptance.

System Performance and Final Acceptance

- i. During a three-month period from the final inspection and delivery of documentation, Kenya Tourism Board will utilize the solution on test basis.
- ii. On completion of an incident free three month running period of the solution would constitute a successful acceptance of the entire project.

Documentation

Documentation shall be provided within three weeks after the completion of the project.

- i. The binders shall be marked and labeled appropriately.
- ii. The project name and date of completion shall be indicated clearly.

2.9 Opening and Evaluation of Financial Proposals

- 2.9.1 After completion of the evaluation of Technical proposals KTB shall notify the bidders whose proposal did not meet the minimum technical score or were declared non responsive to the RFP and terms of reference. The notification will indicate that their financial proposals shall not be opened and will be returned to them unopened after the

completion of the selection process and contract award. At the same time, KTB shall simultaneously notify the consultants who have secured the minimum technical score that they have passed the technical qualifications and inform them the date and time set by KTB for opening their financial proposal. They will also be invited to attend the opening ceremony if they wish to do so.

2.9.2 The financial proposals shall be opened by KTB in the presence of the bidders who choose to attend the opening. The name of the bidder, the technical score and the proposed monthly retainer fees shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial proposals.

2.9.3 The formulae for determining the financial score (SF) unless an alternative formula is indicated in the appendix to the information to tenderers shall be as follows:

$Sf = 100 \times fm/f$ where
Sf is the financial score
Fm is the lowest fees quoted and
F is the fees of the proposal under consideration.

The lowest fees quoted will be allocated the maximum score of **20%**

2.9.4 The bidders proposals will be ranked according to their combined technical score (st) and financial score (sf) using the weights indicated in the appendix to the instructions to consultants. Unless otherwise stated in the appendix to the instructions to consultants the formulae for the combined scores shall be as follows;

$$S = ST \times T\% + SF \times P\%$$

Where

S, is the total combined scores of technical and financial scores

St is the technical score

Sf is the financial score

T is the weight given to the technical proposal and

P is the weight given to the financial proposal

Note P + T will be equal to 100%

Both technical and financial scores will be combined and the firm achieving the highest combined technical and financial score will be awarded the tender and invited for negotiations.

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

2.9.6 Where contract price variation is allowed, the variation shall not exceed 15% of the original contract price.

2.9.7 Price variation requests shall be processed by the Kenya Tourism Board within 30 days of receiving the request.

2.10 Negotiations

2.10.5 Negotiations will be held at the Kenya Tourism Board office. The purpose of the negotiations is for KTB and the bidder to reach agreements on all points regarding the assignment and sign a contract.

2.10.6 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the individual consultant to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form part of the contract.

2.10.7 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, KTB expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, KTB will require assurance that the experts will be actually available. KTB will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

2.10.8 The negotiations will be concluded with a review of the draft form of the contract. To complete the negotiations KTB and selected firm will initial the agreed contract. If negotiations fail, KTB will invite the bidder whose proposal achieved the second highest score to negotiate a contract.

2.11 Award of Contract

2.11.5 The contract will be awarded after negotiations. After negotiations are completed KTB will promptly notify the other bidder that they were unsuccessful and return the financial proposals of the bidders who did not pass technical evaluation.

2.11.6 The selected bidder is expected to commence the assignment on the date and at the location as specified by KTB.

2.11.4 A person who enters into a contract resulting from procurement by a request for proposal shall not enter into any other subsequent contract for the procurement of goods, services or works related to that original contract.

2.12 Confidentiality

2.12.1 Information relating to evaluation of proposals and recommendations of contract award shall not be disclosed to the bidders who submitted the proposal or to other persons not officially concerned with the process, until the winning bidder has been notified that he/she has been awarded the contract.

3.0 Performance Bond

The selected firm shall within fourteen (14) days after issuance of the letter of notification shall furnish Kenya Tourism Board with a Performance Bond that will remain valid for Thirty (30) days beyond the duration of this Agreement or any termination thereof and whose value shall be equivalent to **10 % of the contract value**.

The proceeds of the Performance Bond shall be payable to Kenya Tourism Board as compensation for any delay or damage resulting from failure by the firm to fulfill its obligations hereunder.

The Performance Bond shall be in the form of an On-Demand-Bank-Guarantee issued by a reputable Bank carrying on business within Kenya and acceptable to the Board.

The Performance Bond will be discharged by Kenya Tourism Board and returned to the firm not later than Ninety (90) days following the expiry of this Agreement or earlier termination.

APPENDIX

Appendix to information to consultants

- 2.1 The name of KTB is: **Kenya Tourism Board**
- 2.1.1 The method of selection is: **Quality Cost Based Selection (QCBS)**
- 2.5.2 Consultant must submit an original and **ONE** additional copy of each proposal.
- 2.5.4 The proposal submission address is:

**CHIEF EXECUTIVE OFFICER
KENYA TOURISM BOARD
P.O. BOX 30630-00100
NAIROBI
[TEL: 254-20-2711262](tel:254-20-2711262)
FAX: 254-20-2719925
www.magicalkenya.com**

Information on the outer envelope should also include: TENDER NUMBER, TITLE AND A WARNING THAT IT SHOULD NOT BE OPENED BEFORE THE TENDER CLOSING DATE

- 2.5.4** Proposals must be submitted no later than the following date and time: **Wednesday 19th April 2017 at 12.00 noon**
- 2.6.1 The address to send information to KTB is **as per the tender notice**
- 2.9.3 Alternative formulae for determining the financial scores is the following:

The weights given to the Technical and Financial Proposals are:

T= 80% (0.80 to 0.90)

F= 20% (0.10 to 0.20)

SECTION IV - TECHNICAL PROPOSAL – STANDARD FORMS

The technical proposal shall be prepared and submitted by the bidders.

It shall contain the following:-

- (a) Technical Proposal submission form
- (b) Firm’s references
- (c) Comments and suggestions of the bidder on the terms of reference and on data, services and facilities to be provided by the Client.
- (d) Team composition and task assignments
- (e) CV for proposed professional staff
- (f) Confidential business questionnaire

(a). TECHNICAL PROPOSAL SUBMISSION FORM

[_____Date]

To: _____[Name and address of Client] Ladies/Gentlemen:
We, the undersigned, offer to supply, develop and install a video conferencing solution in accordance with your Request for Proposal dated _____ [Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, [and a Financial Proposal sealed under a separate envelope].

We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,

_____ [Authorized Signature]:
_____ [Name and Title of Signatory]
_____ [Name of Firm]
_____ [Address:]

(b). FIRM’S REFERENCES

Relevant Services carried out in the last three years that best illustrate qualifications

Using the format below, provide information on each assignment for which your firm either individually as a corporate entity or in association was legally contracted.

Assignment Name:
Country:
Location within Country:
Professional Staff provided by Your
Firm/Entity (profiles):
Name of Client:
No. of Staff:
Address:
No. of Staff-Months; Duration of Assignment:

Start Date (Month/Year):
Completion Date Approx. Value of Services (Kshs) (Month/Year):

Name of Associated Consultants.
Professional Associated Consultants:
If any:
No. of months of staff provided by Name of Senior Staff (Project Director/Coordinator,
Team Leader)

Involved and Functions Performed:

Narrative Description of project:

Description of Actual Services Provided by Your Staff:

Firm's Name: _____

Name and title of signatory; _____

(c) COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

(d). TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

e). FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position:

Name of Firm:

Name of Staff:
Profession:

Date of Birth:

Years with Firm:____Nationality:

Membership in Professional Societies:

Detailed Tasks Assigned:

Key Qualifications:

[Give an outline of staff member’s experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

Date

Signature of staff member]

Date;_____

[Signature of authorized representative of the firm]

Full name of staff

Full name of authorized representative:

(f) CONFIDENTIAL BUSINESS QUESTIONNAIRE (S33)

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.

You are advised that 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.....Plot No.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: Kshs.....</p> <p>Name of your bankers.....Branch</p>
--

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of origin.....</p> <p>*Citizenship details.....</p>																								
	<p>Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table border="0"> <thead> <tr> <th style="text-align: left;"><i>Name</i></th> <th style="text-align: left;"><i>Nationality</i></th> <th style="text-align: left;"><i>Citizenship Details</i></th> <th style="text-align: left;"><i>Shares</i></th> </tr> </thead> <tbody> <tr> <td>0)</td> <td></td> <td></td> <td></td> </tr> <tr> <td>1)</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2)</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3)</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	<i>Name</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>	0)				1)				2)				3)							
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1)																									
2)																									
3)																									
	<p>Part 2 (c) – Registered Company:</p> <p>Private or Public.....</p> <p>State the nominal and issued capital of company-</p> <p style="padding-left: 20px;">Nominal Kshs.....</p> <p style="padding-left: 20px;">Issued Kshs.....</p> <p>Given details of all directors as follows:-</p> <table border="0"> <thead> <tr> <th style="text-align: left;"><i>Name</i></th> <th style="text-align: left;"><i>Nationality</i></th> <th style="text-align: left;"><i>Citizenship Details</i></th> <th style="text-align: left;"><i>Shares</i></th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>5.</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	<i>Name</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>	1.				2.				3.				4.				5.			
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1.																									
2.																									
3.																									
4.																									
5.																									
<p>DateSignature of Candidate.....</p>																									

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

SECTION V- FINANCIAL PROPOSAL – STANDARD FORMS

The financial proposal shall be prepared and submitted by the bidders. It shall contain the following.

- (a) Financial Proposal submission form
- (b) Summary of costs
- (c) Breakdown of price per activity

(a). FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to offer to supply, develop and install a video conferencing solution in accordance with your Request for Proposal dated (_____) [Date] and our Proposal. Our attached Financial Proposal is for the sum of (_____) [Amount in words and figures] inclusive of the taxes.

We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,

_____ [Authorized Signature]:
 _____ [Name and Title of Signatory]:
 _____ [Name of Firm]
 _____ [Address]

(b) SUMMARY OF COSTS

COSTS	CURRENCY(IES)	
Subtotal		
Taxes		
Total amount of financial proposal		

(c) BREAKDOWN OF PRICE PER ACTIVITY

Description: _____	
Price component	Amount(s)
Remuneration Reimbursable Miscellaneous expenses subtotal	

SECTION VI: STANDARD FORM OF CONTRACT

ANNEX I

REPUBLIC OF KENYA

STANDARD FORM OF CONTRACT

FOR

CONSULTING SERVICES

CONTRACT FOR CONSULTANT'S SERVICES

Large Assignments (Lump-Sum Payments)

Between

[name of KTB]

AND

[name of the Consultant]

Dated: _____[date]

I. FORM OF CONTRACT

Large Assignments (Lump-Sum Payments)

This Agreement (hereinafter called the "Contract") is made the _____)day of the month of _____[month], [year], between _____, [name of client] of [or whose registered office is situated at _____] [location of office] (hereinafter called the "Client") of the one part AND

_____ [name of consultant] of [or whose registered office is situated at] _____ [location of office](hereinafter called the "Consultant") of the other part.

WHEREAS

- (a) KTB has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultant, having presented to KTB that he has the required professional skills and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
- 2. The mutual rights and obligations of KTB and the Consultant shall be as set forth in the Contract; in particular:
 - (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) KTB shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of _____ [name of client]

[full name of Client's authorized representative]_____

[title]_____

[signature]_____

[date]_____

For and on behalf of _____ [name of consultant]

[full name of Consultant's authorized representative]_____

[title]_____

[signature]_____

[date]_____

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services in accordance with Clause 6 here below;
- (d) "Foreign Currency" means any currency other than the Kenya Shilling;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of the Republic of Kenya;
- (g) "Local Currency" means the Kenya Shilling;

- (h) "Member", in case the Consultant consists of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards KTB under this Contract;
- (i) "Party" means KTB or the Consultant, as the case may be and "Parties" means both of them;
- (j) "Personnel" means persons hired by the Consultant or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof;
- (k) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
- (m) "Sub consultant" means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of Kenya.

1.3 Language

This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as KTB may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by KTB or the Consultant may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties

The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC.

2.2 Commencement of Services

The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.

2.4 Modification

Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily

incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Client

KTB may terminate this Contract by not less than thirty (30) days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;

- (a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as KTB may have subsequently approved in writing;
- (b) if the Consultant becomes insolvent or bankrupt;
- (c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Consultant, in the judgment of KTB, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in Contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of KTB, and includes collusive practice among consultant (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive KTB of the benefits of free and open competition.

- (e) If the consultant fails to respect and grant KTB due regard in a client/consultant relationship during the execution of the contract.
- (f) if KTB in his sole discretion decides to terminate this Contract.

2.6.2 By the Consultant

The Consultant may terminate this Contract by not less than thirty (30) days' written notice to KTB, such notice to be given after the occurrence of any of the following events;

- (a) if KTB fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after

receiving written notice from the Consultant that such payment is overdue;
or

- (b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, KTB shall make the following payments to the Consultant:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3 OBLIGATIONS OF THE CONSULTANT

1.1 General

The Consultant shall perform the Services and carry out his obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to KTB and shall at all times support and safeguard KTB's legitimate interests in any dealing with Sub consultant or third parties.

3.2 Conflict of Interests

3.2.1 Consultant Not to Benefit from Commissions, Discounts, etc

- (i) The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.
- (ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised KTB on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.

- (iii) Where the Consultant as part of the Services has the responsibility of advising KTB on the procurement of goods, works or services, the Consultant will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of KTB. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of KTB.

3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Subconsultant and any of his affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultant nor his sub consultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

1.2 Confidentiality

The Consultant, his sub consultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or KTB's business or operations without the prior written consent of KTB.

1.3 Insurance to be Taken out by the Consultant

The Consultant (a) shall take out and maintain and shall cause any sub consultant[s] to take out and maintain, at his (or the sub consultant', as the case may be) own cost but on terms and conditions approved by KTB, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at KTB's request, shall provide evidence to KTB showing that such insurance has been taken out and maintained and that the current premiums have been paid.

1.4 Consultant's Actions Requiring Client's Prior Approval

The Consultant shall obtain KTB's prior approval in writing before taking any of the following actions;

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Sub consultant").

1.5 Reporting Obligations

The Consultant shall submit to KTB the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.

1.6 Documents prepared by the Consultant to be the Property of KTB

All plans, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of KTB and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to KTB together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

4 CONSULTANT'S PERSONNEL

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub consultant listed by title as well as by name in Appendix C are hereby approved by KTB.

4.2 Removal

- (a) Except as KTB may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- (b) If KTB finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) KTB has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at KTB's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to KTB.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF KTB

5.1 Assistance and Exemptions

KTB shall use his best efforts to ensure he provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.

5.2 Change in the Applicable

If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement

between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

KTB shall make available to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Subconsultant' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

(a) The price payable in foreign currency is set forth in the SC.

(b) The price payable in local currency is set forth in the SC.

6.3 Payment for Additional Services

For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price provided in Appendices D and E.

6.4 Terms and Conditions of payment

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to KTB specifying the amount due.

6.5 Interest on Delayed payment

Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If KTB has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending .

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

5 SPECIAL CONDITIONS OF CONTRACT

Number of GC Amendments of and Supplements to Clauses in the General Conditions of General Conditions of Contract

Clause
1.1 (i) The Member in Charge is _____ <i>[name of Member]</i>
1.4 The addresses are: Client: _____ Attention: _____ Telephone: _____ Telex: _____ Facsimile: _____ Consultant: _____ Attention: _____ Telephone: _____ Telex: _____ Facsimile: _____
1.6 The Authorized Representatives are: For KTB: _____ For the Consultant: _____
2.1 The date on which this Contract shall come into effect is as per contract
2.3 The date for the commencement of Services as per contract terms
2.3 The period shall be three (3) months
3.4 The risks and coverage shall be: (i) Professional Liability _____

- (ii) Loss of or damage to equipment and property _____
- 6.2(a) The amount in foreign currency or currencies is **as per financial proposal**
- 6.2(b) The amount in local Currency is **as per financial proposal**
- 6.4 Payments shall be made according to the following schedule: **as per terms of reference**

Appendix I

FORM OF TENDER

FROM-----
 DATE-----
 To: -----

RE: PROPOSAL FOR supply, develop and installation of a video conferencing solution ----

In accordance with Tender Number -----Date-----

I/We-----

Tender an amount of Ksh.-----

In accordance with the attached tender forms / conditions of tender / schedule of requirements and in conformity with the scheduled delivery arrangements stated.

I/We understand that the Board reserves the right to accept or reject this tender for any reason it considers justifiable.

I/We agree that the terms of this tender will remain valid for and will not be withdraw for a period of-----days from the final date of submission of tender.

In the event of this tender being accepted within the stipulated ----- days; I/We agree to provide consultancy services as indicated in this tender to be quoted delivery dates and failure on my/ our part to meet these requirements constitutes a breach on contract.

Witnessed by----- Tenderer's Name-----
 Address----- Tenderer's Signature-----
 Signature of Witness----- Tenderer's designation-----
 Date----- Full address-----
 Telephone No-----
 Telegraphic Address-----Date-----

Appendix II

PERFORMANCE BANK GUARANTEE

(To be on the letterhead of the Bank)

To: Kenya Tourism Board
 P.O. Box 30360, 00100
NAIROBI. Kenya.

WHEREAS _____
 [Contractor name of (hereinafter called "the Contractor")] has undertaken, in pursuance of
 Contract No. _____ dated _____ 2017 to provide _____ (hereinafter
 called "the Contract"). AND WHEREAS it has been stipulated by you in the said Contract that the
 Contractor shall furnish you with a bank guarantee by a reputable bank for the sum specified
 therein as security for compliance with the Contractor's performance obligations in accordance
 with the Contract.

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the
 Contractor, up to a total of Kenya Shillings.....which is 10% of bid price). _____
 (words) _____ (figures), and we undertake to pay you, upon your first written
 demand declaring the Contractor to be in default under the Contract and without cavil or
 argument, any sum or sums within the limits of _____ as aforesaid, without your
 needing to prove or to show grounds or reasons for your demand or the sum specified therein.

The guarantee is valid until the _____ day of 2017.

Signature and seal of the Guarantors

[name of bank]

[address]

[date]

Appendix III

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 2017 between Kenya Tourism Board (hereinafter called "the Employer") of the one part and _____ (hereinafter called "the Contractor") of the other part:

WHEREAS the Employer invited tenders for certain goods and ancillary services, viz., Provision of consultancy Services and has accepted a tender by the _____ Contractor for the provision of the services in the sum of _____ (words) _____ [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 General Conditions of Contract;
 - (d) the Special Conditions of Contract; and
 - (e) the Employer's Notification of Award and Consultants' letter of Acceptance.
3. In consideration of the payments to be made by the Employer to the Contractor, the Contractor hereby covenants with the Employer to provide the services in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Consultant in consideration of the provision of the services, 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.
5. The consultant undertakes to perform the services with the highest standards of proficiency and ethical competence and integrity.

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 AND ON BEHALF OF KENYA TOURISM BOARD

CHIEF EXECUTIVE OFFICER)

In the presence of:

)
)
)
)
)
)
)

COMPANY SECRETARY

) SIGNED FOR AND ON BEHALF OF

CHIEF EXECUTIVE OFFICER

of:

)
)
)
)
)
)
)

(In the presence
)

SECRETARY

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

REQUEST FOR REVIEW FORM

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 KTB*) ofdated 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

ANTI-CORRUPTION AFFIDAVIT FORM REPUBLIC OF KENYA IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT CHAPTER 15 OF THE LAWS OF KENYA AND IN THE MATTER OF THE PUBLIC PROCUREMENT AND DISPOSAL ACT, NO. 3 OF 2005

I, of P. O. Box being a resident of in the Republic of Kenya do hereby make oath and state as follows: -

THAT I am the Chief Executive/Managing Director/Principal Officer /Director of (name of the Candidate) which is a Candidate in respect of Tender Number to supply goods, render services and/or carry out works for Kenya Tourism Board and duly authorized and competent to make this Affidavit.

THAT the aforesaid Candidate has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenya Tourism Board , which is the procuring entity.

THAT the aforesaid Candidate, its servants and /or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenya Tourism Board

THAT what is deponed to herein above is true to the best of my knowledge information and belief.

SWORN at by the said)

.....)

Name of Chief Executive/Managing Director/)

Principal Officer/Director)

On thisday of20...)

)

)

) DEPONENT

Before me)

)

)

Commissioner of oaths