

ADVENTIST UNIVERSITY OF AFRICA



REQUEST FOR PROPOSAL FOR THE SUPPLY OF HYBRID CLASSROOM INFRASTRUCTURE

ADVENTIST UNIVERSITY OF AFRICA
ADVENTHILL, ONGATA RONGAI, MAGADI ROAD
PRIVATE BAG MBAGATHI,
00503, NAIROBI, KENYA

OCTOBER 2024

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SECTION I - INVITATION FOR PROPOSALS PROVISION, INSTALLATION AND COMMISSIONING OF HYBRID CLASSROOM INFRASTRUCTURE

1. The Adventist University of Africa (hereafter referred to as “AUA”) invites proposals from eligible suppliers for the supply, delivery, installation and commissioning of ICT and audio-visual infrastructure for Hybrid Classrooms at the campus in Ongata Rongai.
2. Interested eligible candidates may obtain further information about Functional Requirements at the Adventist University of Africa website under tenders .
3. The completed proposal documents are to be emailed to dvcf@aua.ac.ke with the subject line **AUA HYBRID CLASSROOM PROPOSAL** not later than 28/10/2024 at 5:00pm. The bidder shall supply the proposal document in pdf format and shall be addressed to

THE DEPUTY VICE CHANCELLOR FOR FINANCIAL
ADMINISTRATION

ADVENTIST UNIVERSITY OF AFRICA

PRIVATE BAG MBAGATHI,

00503, NAIROBI, KENYA

OR

If the bidder so chooses, they may submit hard copies enclosed in plain sealed envelopes, and be deposited at the DVC-F’s office at the Lindsay Thomas Multipurpose building, Adventhill, Ongata Rongai off Magadi during normal working so as to be received on or before 28/10/2024 at 5pm

4. Prices quoted should be net inclusive of all taxes (where applicable) and delivery must be in Kenya Shillings and shall remain valid for 180 days from the closing date of the proposal.
5. Proposals must be received by AUA at the address specified under paragraph 3 Not later than 28/10/2024 at 5pm

SECTION II INSTRUCTIONS TO BIDDERS

2.1 Eligible bidders

- 2.1.1. This Invitation to proposal is open to all bidders eligible as described in the instructions to bidders. Successful bidders shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the request for proposal documents.
- 2.1.2. ADVENTIST UNIVERSITY OF AFRICA employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the proposal.
- 2.1.3. Bidders involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of preparing the RFP

- 2.2.1 The Bidder shall bear all costs associated with the preparation and submission of its proposal, and AUA, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Request for proposal process.
- 2.2.2 AUA is not bound to accept any of the proposals submitted.

2.3 Contents of Request For Proposal documents

- 2.3.1. The request for proposal document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to bidders

- i) Instructions to bidders
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Proposal submission form
- vi) Price schedule
- vii) Contract form
- viii) Confidential business questionnaire form
- ix) Performance Security Form
- x) Principal's or manufacturers authorization form
- xi) Declaration form

- 2.3.2. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Request for Proposal documents. Failure to furnish all information required by the request for proposal documents or to submit a proposal not substantially responsive to the request for proposal documents in every respect will be at the bidders risk and may result in the rejection of its proposal.

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the request for proposal document may notify AUA in writing or by post, email at the entity's address indicated in the Invitation for proposals. AUA will respond in writing to any request for clarification of the request for proposal documents, which it receives no later than seven (7) days prior to the deadline for the submission of proposals, prescribed by AUA. 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 bidders who have received the request for proposal documents”

2.4.2. AUA shall reply to any clarifications sought by the bidder within 3 days of receiving the request to enable the bidder to make timely submission of its proposal

2.5 Amendment of documents

2.5.1. At any time prior to the deadline for submission of proposals, AUA, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the request for proposal documents by issuing an addendum.

2.5.2. All prospective bidders who have obtained the request for proposal documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their proposals, AUA, at its discretion, may extend the deadline for the submission of proposals.

2.6 Language of proposal

2.6.1. The proposal prepared by the bidder, as well as all correspondence and documents relating to the proposal exchanged by the bidder and AUA, shall be written in English language. Any printed literature furnished by the bidder may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the proposal, the English translation shall govern.

2.7 Documents Comprising the Proposal

The proposal prepared by the bidder shall comprise the following components:

(a) A Proposal Submission Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the bidder is eligible to proposal and is qualified to perform the contract if its proposal is accepted;

(c) Confidential business questionnaire

2.8 Proposal Submission Form

2.8.1 The bidders shall complete the Proposal submission form and the appropriate Price Schedule furnished in the request for proposal documents, indicating the services to be performed.

2.9 Proposal Prices

2.9.1 The bidder shall indicate on the Price schedule the unit prices where applicable and total proposal prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted by the bidder shall remain fixed during the term of the contract unless otherwise agreed by the parties. A proposal submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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

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

2.9.6 Price variation requests shall be processed by AUA within 30 days of receiving the request.

2.10 Proposal Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in Instructions to bidders.

2.11 Bidder Eligibility and Qualifications.

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

2.11.2 The documentary evidence of the bidders qualifications to perform the contract if its proposal is accepted shall establish to ADVENTIST UNIVERSITY OF AFRICA satisfaction that the bidder has the financial and technical capability necessary to perform the contract.

2.12 Validity of Proposals

2.12.1 Proposals shall remain valid for 180 days or as specified in the invitation to proposal after date of proposal opening prescribed by AUA, pursuant to paragraph 2.18. A proposal valid for a shorter period shall be rejected by AUA as nonresponsive.

2.12.2 In exceptional circumstances, AUA may solicit the Bidder's consent to an extension of

the period of validity. The request and the responses thereto shall be made in writing.

2.13 Format of the Proposal

2.13.1 The bidders shall submit two documents in PDF format: The financial proposal and the technical proposal.

2.13.2 In preparing the financial proposal, bidders are expected to consider the requirements and conditions outlined in the RFP documents. The financial proposal should follow the Standard Forms.

2.13.3 The financial proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the bidders and their personnel.

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

2.13.5 While preparing the Technical Proposal, the bidders must give particular attention to the following:

- i.) Full range of expertise as appropriate to the assignment.
- ii.) Provide details of key professional staff who will be involved in the implementation of the ERP.
- iii.) Alternative key professional staff shall be proposed for key positions and their CVs provided.

2.15 Deadline for Submission of Proposals

2.15.1 Proposals must be received by the Procuring entity no later than **28/10/2024 at 5pm**

2.15.2 AUA may, at its discretion, extend this deadline for the submission of proposals by amending the request for proposal documents, in which case all rights and obligations of AUA and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16 Modification and withdrawal of proposals

2.16.1 The bidder may modify or withdraw its proposal after the proposal's submission, provided that written notice of the modification, including substitution or withdrawal of the proposal's is received by AUA prior to the deadline prescribed for the submission of proposals.

2.16.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of proposals.

2.16.3 No proposal may be modified after the deadline for submission of proposals.

2.16.4 No proposal may be withdrawn in the interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the bidder on the Proposal submission form.

2.16.5 AUA may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.16.6 AUA shall give prompt notice of the termination to the bidders and on request give its reasons for termination within 14 days of receiving the request from any bidder.

2.17 Submission, Receipt and Opening of Proposals

2.17.1 The completed proposal documents are to be emailed to dvcf@aua.ac.ke with the subject line **AUA HYBRID CLASSROOM PROPOSAL** not later than 28/10/2024 at 5:00pm. The bidder shall supply the proposal document in pdf format and shall be addressed to

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2.18 Clarification of proposals

2.18.1 To assist in the examination, evaluation and comparison of proposals AUA may at its discretion, ask the bidder for a clarification of its proposal. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

2.18.2 Any effort by the bidder to influence AUA in ADVENTIST UNIVERSITY OF AFRICA proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the bidders' proposal.

Comparison or contract award decisions may result in the rejection of the Bidders' proposal.

2.19 Preliminary Examination and Responsiveness

2.19.1 AUA will examine the proposals to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the proposals are generally in order.

2.19.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. if the

candidate does not accept the correction of the errors, its proposal will be rejected, and its proposal security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.19.3 AUA may waive any minor informality or nonconformity or irregularity in a proposal which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

2.19.4 Prior to the detailed evaluation, pursuant to paragraph 2.23, the Procuring entity will determine the substantial responsiveness of each proposal to the request for proposal documents. For purposes of these paragraphs, a substantially responsive proposal is one which conforms to all the terms and conditions of the request for proposal documents without material deviations. ADVENTIST UNIVERSITY OF AFRICA'S determination of a proposal's responsiveness is to be based on the contents of the proposal itself without recourse to extrinsic evidence.

2.19.5 If a proposal is not substantially responsive, it will be rejected by AUA and may not subsequently be made responsive by the bidder by correction of the nonconformity.

2.20 Conversion to a single currency

2.20.1 Where other currencies are used, AUA will convert those currencies to Kenya shillings using the selling exchange rate on the date of proposal closing provided by the East Central Africa Division of the Seventh Day Adventist church.

2.21 Evaluation and comparison of proposals.

2.21.1 AUA will evaluate and compare the proposals which have been determined to be substantially responsive, pursuant to Section 2.

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

2.21.3 AUA's evaluation of a proposal will take into account, in addition to the proposal price, the following factors, in the manner and to the extent indicated in paragraph 2.21.4 and in the technical specifications:

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

2.21.4 Pursuant to paragraph 2.21.3 the following evaluation methods will

be applied:

(a) Operational Plan

AUA requires that the services under the Invitation for Proposals shall be performed at the time specified in the Schedule of Requirements. Proposals offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule.

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

2.21.5 The proposal evaluation committee shall evaluate the proposal within 7 days from the date of opening the proposal.

2.21.6 To qualify for contract awards, the bidder shall have the following:-

2.21.7 Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

2.21.8 Legal capacity to enter into a contract for procurement

2.21.8.1 Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.

2.21.8.2 Shall not be debarred from participating in public procurement.

2.22 Contacting AUA

2.22.1 Subject to paragraph 2.19, no bidder shall contact AUA on any matter relating to its proposal, from the time of the proposal opening to the time the contract is awarded.

2.22.2 Any effort by a bidder to influence AUA in its decisions on proposal evaluation proposal comparison or contract award may result in the rejection of the bidders proposal.

2.23 Award of Contract

a) Post qualification

2.23.1 In the absence of pre-qualification, AUA will determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated responsive proposal is qualified to perform the contract satisfactorily.

2.23.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders qualifications submitted by the bidder, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.



2.23.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the Bidder's proposal, in which event AUA will proceed to the next lowest evaluated proposal to make a similar determination of that Bidder's capabilities to perform satisfactorily.

b) Award Criteria

2.23.4 AUA will award the contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined to be the lowest evaluated proposal, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

2.23.5 AUA reserves the right to accept or reject any proposal and to annul the bidding process and reject all proposals at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for AUA action. If AUA determines that none of the bidders is responsive; AUA shall notify each bidder who submitted a proposal.

2.23.6 A bidder who gives false information in the request for proposal document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future AUA procurement.

2.24 Notification of award

2.24.1 Prior to the expiration of the period of proposal validity, AUA will notify the successful bidder in writing that its proposal has been accepted.

2.24.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the bidder and AUA. Simultaneously the other bidders shall be notified that their proposals have not been successful.

2.25 Negotiations

2.25.1 The procuring entity shall appoint a team for the purpose of the negotiations.

2.25.2 Negotiations will be held at the same address as indicated in Section I of this document. The aim is to reach agreement on all points and sign a contract.

2.25.3 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the functional requirements.

2.25.4 The agreed work plan and final functional requirements will then form part of the Contract.

2.25.5 Special attention will be paid to getting the most the bidder can offer within the available budget and to clearly defining the inputs required from AUA to ensure satisfactory implementation of the project.

2.25.6 Before contract negotiations, AUA will require assurances that the experts will be available.

2.25.7 The negotiations will conclude with a review of the draft form of the Contract. To



complete negotiations AUA and the selected bidder will initiate the agreed Contract. If negotiations fail, AUA will invite the bidder whose proposal received the second highest score to negotiate a contract.

2.26 Signing of Contract

2.26.1 At the same time as AUA notifies the successful bidder that its proposal has been accepted, AUA will simultaneously inform the other bidders that their proposals have not been successful.

2.26.2 Within three (3) days of receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to AUA.

2.26.3 The parties to the contract shall have it signed within five (5) days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

2.27.1 The successful bidder will be required to furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to AUA.

2.27.2 Failure by the successful bidder to comply with the requirement of paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event AUA may make the award to the next lowest evaluated tender or call for new tenders

2.28 Corrupt or Fraudulent Practices

2.28.1 AUA requires that bidders observe the highest standard of ethics during the procurement process and execution of contracts. A bidder shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 AUA will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

2.28.3 Further, a bidder who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in AUA Procurement .

Appendix to instructions to bidders

The following information for procurement of services shall complement or amend the provisions of the instructions to bidders. Wherever there is a conflict between the provisions of the instructions to bidders and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to bidders

Instructions to bidders	Particulars of appendix to instructions to bidders
2.3.1	5% of performance security will be required from the successful bidder
2.10	In Kenya Schillings
2.11	Particulars of eligibility and qualifications documents of evidence required - see confidential Business questionnaire and special conditions plus Financial and technical capacity. Reference checks shall be carried out to the successful; bidder
2.13	Validity of Proposal 180 days from the date of opening
2.18	Opening of proposals 28/10/2024 at 5pm
2.24	AUA may conduct post- Qualification prior to award.

SECTION III - GENERAL CONDITIONS OF CONTRACT

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3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between AUA and the bidder 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 bidder under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the bidder is required to provide to AUA under the Contract.
- d) “AUA” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section.
- g) “SCC” means the special conditions of contract.
- h) “Day” means calendar day

3.2 Application

These General Conditions shall apply to the extent that they are not superceded by provisions of other part of contract.

3.3 Standards

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the Schedule of requirements

3.4 Patent Right's

The bidder shall indemnify AUA against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof .

3.5 Performance Security

3.5.1 Within twenty one (21) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

3.5.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.



3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of :

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit

3.5.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.6 Inspections and Tests

3.6.1 AUA or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. AUA shall notify the bidder in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.6.2 The inspections and tests may be conducted on the premises of the bidder or its subcontractor(s). If conducted on the premises of the bidder 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 AUA.

3.6.3 Should any inspected or tested services fail to conform to the Specifications, AUA may reject the services, and the bidder shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to AUA.

3.6.4 Nothing in paragraph 3.5 shall in any way release the bidder from any warranty or other obligations under this Contract.

3.7 Payment

3.6.1 The method and conditions of payment to be made to the bidder under this Contract shall be specified in SCC.

3.8 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the bidder in its proposal or in AUA request for proposal validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.



3.9 Assignment

The bidder shall not assign, in whole or in part, its obligations to perform under this contract, except with AUA prior written consent.

3.9 Termination for Default

AUA may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, terminate this Contract in whole or in part:

- a) if the bidder fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by AUA.
- b) if the bidder fails to perform any other obligation(s) under the Contract.
- c) if the bidder, in the judgment of AUA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event AUA terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the bidder shall be liable to AUA for any excess costs for such similar services.

3.10 Termination of insolvency

AUA may at the any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to AUA.

3.11 Termination for convenience

3.11.1 AUA by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for AUA convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.11.2 For the remaining part of the contract after termination AUA may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.12 Resolution of disputes

AUA and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.



If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.13 Governing Language

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.14 Force Majeure

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

3.15 Applicable Law.

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

3.16 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.6	Specify method and conditions of payment - upon presentation of an invoice and all other relevant documents.
3.7	Specify price adjustments allowed - only under written agreement
3.12	Specify resolution of disputes - through Chartered Institute of Arbitration Kenya Chapter
3.15	Kenyan laws
3.16	Deputy Vice-Chancellor for Financial Administration Adventist University of Africa Private Bag Mbagathi, 00503, Nairobi, Kenya

SECTION V - SCHEDULE OF REQUIREMENTS



Category	Specification Requirement	QUANTITY				Compliance (Yes/No)	Bidders Response
		MC 1 Classroom Multipurpose Complex	LC 11 Classroom Library Building	B2 Classroom Library Basement	Adeleke Amphitheatre		
Audio-Visual Components	Presenter Facing Camera (PTZ Camera, 4K Resolution, 20x optical zoom/60° Wide angle Lense, HDMI 2.0& RS485/RS232& 3G-SDI& USB3.0& LAN with AI Auto tracking features; Ceiling Mountable	1	1	1	1		
	Presenter Microphone <ul style="list-style-type: none"> Lapel Mic (Saramonic BTW Wireless Bluetooth Clip-On Microphone) Fixed Gooseneck Mic to cover the lectern/podium 	1 Lapel Mic 1 podium Mic	1 Lapel Mic 1 podium Mic	1 Lapel Mic 1 podium Mic	1 Lapel Mic 1 podium Mic		
	Omnidirectional Hanging Ceiling Microphone for the Audience	1	2	1	3		
	AV Control Panel located at the lectern or presentation area .To control equipment in the room	1	1	1	1		
	Confidence Monitor to display gallery view of remote participants	65" LED Display	65" LED Display	N/A	2 (two)65" LED Displays		
	Display Monitor to display presentation	N/A	2 LED Displays behind columns	N/A	N/A		
	Ceiling Room Speakers	N/A	12	N/A	N/A		
	Document Reader (4K Ultra High Definition 8MP USB Document Camera)	1	1	1	1		



	AV Desk/lectern to house AV equipment and as a staff touch down point. Provide a matching chair						
Interactive 3-in-1 Smart Screen	Interactive Panel;	1	1	1	1		
	Built-in Speaker						
	Built-in microphone						
	Built-in camera						
	OPS module with the following system specifications: at least Corei7,8GB RAM,128GB SSD,Windows10 IOT Enterprise						
	Video conference codec;						
	The terminal should be provided with adjustable wall mount bracket or movable stand						
The terminal should have the following touch screen requirements: <ul style="list-style-type: none"> • should support automatic adjusting of screen brightness based on light sensing with antiglare (AG). • should support optical antiblue light, protects eyes and doesn't change color with the corresponding authentication certificate must be provided. 							



	<ul style="list-style-type: none"> • screen protection up to physical toughened Mohs 7 • minimum screen response time of 8ms • minimum touch accuracy of ± 1mm • minimum of 20 touch points. 						
	<p>The terminal should have the following camera requirements:</p> <ul style="list-style-type: none"> • The terminal should have a 4K30 built-in camera with a horizontal viewing angle of at least 80° and vertical viewing angle of at least 50°. • Should support a built-in privacy cover to physically close the camera. • Should support auto-framing feature • Should support speaker tracking feature 						
	<p>The terminal should have the following Microphone features:</p> <ul style="list-style-type: none"> • The terminal should support at minimum of 6 built-in microphone arrays, with a sound pickup radius of minimum 12 meters, and 						



	<p>a sound pickup angle of 180°.</p> <ul style="list-style-type: none"> • The terminal should support the following features; acoustic echo cancellation (AEC), automatic gain control (AGC) and automatic noise reduction (ANR) 						
	<p>The terminal should support at least two built-in speakers</p>						
	<p>The terminal should support the following interface requirements:</p> <ul style="list-style-type: none"> • Video In: 1 x HDMI 2.0 (4K60) and Video Out: 1 x HDMI 2.0 (4K60) • Audio In: 1 x 3.5mm and Audio Out: 1 x 3.5mm • 3x USB Type-A 3.0, supports USB flash drive; mouse, keyboard, microphone, speaker, remote control and wireless dongle for projection. • USB Type-C, supports USB flash device; wireless dongle for projection. • 1 x 10/100/1000M RJ45 port • 1 x COM port (RJ45) 						



	<ul style="list-style-type: none"> • 1 x OPS slot for PC module. • Wi-Fi 5 and Wi-Fi 6, IEEE802.11a/b/g/n/ac/ax network protocol; Dual band (2.4GHz and 5GHz) 						
	<p>The terminal should have a built-in Whiteboard with the following features:</p> <ul style="list-style-type: none"> • supports handwriting, drawing, erasing, marking, saving, zooming, and locking the whiteboard, background colour can also be changed; support a writing latency no more than 18ms. • The terminal should support full-screen annotation: You can take a screenshot of any screen to enter the whiteboard annotation. • The terminal should support several modes for saving whiteboard document. • The terminal Whiteboard should have 						



	<p>smart text and smart graphics recognition feature.</p> <ul style="list-style-type: none"> • The terminal should support Wired projection through USB Type-C cable and HDMI cable with reverse control feature. • The terminal should support wireless projection through wireless dongle for oneclick projection for PC and through projection App with reverse control feature. • The terminal should support Wi-Fi Direct projection with reverse control feature. • The terminal should support DLNA projection. • The terminal should allow users to use the same projection APP to project screens to OPS Windows. 						
	<p>The terminal should support third party video conferencing app. The camera and</p>						



	microphone should be used for 3 rd party video conferencing app. The terminal should support camera autoframing and voice tracking features to be used for third-party video conference APP						
	The terminal should have a CE certificate						
	The terminal should include associated accessories i.e controller pointer, stylus pens, wireless sharing keys, HDMI cables, Ethernet cables etc.						
General Requirements	Installation of Mecer 3KVA Online UPS (Back-up power for AV items only)	1	1	1	1		
	Proposed Floor Plan	1	1	1	1		
Digital Access Door lock (Stand alone Access Control smart terminal)	Card Capacity - 30,000 Transaction Capacity - 80,000 Communication - TCP / IP, RS485*, USB-Host Interfaces for Access Control - 3rd party electric lock, door sensor, exit button, alarm, doorbell Auxiliary Interface - 1ea for linkage function	1	1	1	1		



<p>Wiegand Signal -Output & Input, SRB</p> <p>Standard Functions - ID Card, Automatic Status Switch, Self-Service Query, DST, 9 Digit User ID, Scheduled Bell, Anti-passback, HTTPS, SSH, SRB</p> <p>Optional Functions IC Card, Print Function, Felica Card, Webserver, Workcode</p> <p>Display TFT LCD Color Screen</p> <p>SDK - AC PUSH SDK</p>							
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(ii) Other Requirements

S/No.	Item	Details (Where Applicable)	Unit	Qty
1.	Labeling, Documentation, Detailed product brochures (technical data sheets)		Lot	1
2.	Training (Users & Technical Staff)		No.	30
3.	1 Year Warranty, Maintenance & Support Contract (accompanied with SLA)	Quarterly maintenance	Lot	1
4.	Other necessary hardware/software/passive devices	Any other items deemed necessary to meet specific/scope of the project	Lot	1

Mandatory:

1. Site visit is scheduled to take place at AUA Campus in Ongata Rongai as from as from Friday 18th October 2024 at 10:00am
2. Duly signed Site visit Certificate.
3. Manufacturer's authorization letter as official partner/reseller in Kenya.



SECTION VI - EVALUATION CRITERIA

The evaluation shall be carried out in three Stages namely:

- a. Mandatory requirement
- b. Technical evaluation
- c. Financial evaluation

a) Mandatory Requirements

The Mandatory requirements shall be as follows:

1. Must be a registered Company, licensed to provide the services bidding for. (Certificate of Incorporation must be attached)
2. Must have been in existence for a minimum of Five (5) Years as a registered Company.
3. Must have carried out similar assignments. (Evidence must be attached)
4. Authorized vendors of the products/ devices/ appliances/ software if different from the bidder. (Attach copy of vendor License/ authorization certificate)
5. Duly filled Business Questionnaire
6. Proposal Bond (2% of the Proposal amount) valid for 120 days from the date of Proposal Opening
7. PIN/VAT Certificate
8. Certificate of Tax Compliance
9. Audited Accounts for the last 2 Years.
10. Any other requirement stipulated in the Request for proposal document

b) Technical Evaluation

The Technical Evaluation shall be carried out as follows: -

ITEM	DESCRIPTION	MAX POINTS
A	Proven experience of the firm in implementation of relevant projects.	45 Points
	A1. Experience in the implementation of the project -especially in a University (3 points for each project up to a maximum of 5 projects):	15
	A2. For each of the above five (5) projects, state whether it has been deployed: <ul style="list-style-type: none"> • Nationally- in Kenya (3 point per project) • Internationally (1.5 points per project) 	15
	A3. Firms years of Experience in Similar Works <ul style="list-style-type: none"> • 5-10 years (9 points) • 10-15 Years (12 Points) • Above 15 Years (15 Points) 	15
B	Staff qualifications and experience in implementation of similar projects especially the proposed solution 45 Points <i>(Attach CV's of Team lead and at least four (4) key project implementation</i>	15 points

	<i>members.)</i>	
	B1. Project/ Team Leaders experience in managing projects of Similar size and magnitude. <ul style="list-style-type: none"> • Below 5 Years (2 Points) • 5 to 10 Years (3 Points) • Above 10 Years (5 Points) 	5
	B2. Staff, (Other 3 proposed staff) experience in implementing similar project in institutions of higher learning. Scores per staff <ul style="list-style-type: none"> • Below 5 Years (2 Points) • 5 to 10 Years (3 Points) • Above 10 Years (5 Points) 	5
	B3. Project/ Team Leader Academic Qualifications <ul style="list-style-type: none"> • Relevant Degree and Above (5 Points) or <ul style="list-style-type: none"> • Relevant Higher Diploma (3 Points) • Other relevant Certifications (2 points) 	5
	B4. Other proposed three (3) staff academic Qualifications Scores per staff: <ul style="list-style-type: none"> • Relevant Degree and Above (5 Points) or <ul style="list-style-type: none"> • Relevant Higher Diploma (3 Points) • Other relevant Certifications (2 Point) 	5
C	Compliance with the provided technical specifications including provision of technical data sheets (where applicable), licensing (where applicable), detailed description of system and components	25 Points
	Evaluation will be based on site survey report and compliance with the provided specifications and scope of work.	25
D	D1. Work plan Presentation: To include time frames, deliverables, milestones, manpower requirements e.t.c.	3
	D2. Proposed completion dates being within the timelines provided in the request for proposal document	2
	D3. Methodology/Design D3.1 Description of implementation methodology/ approach	5
	D3.2. Technical Drawing/Design All relevant Technical Drawings and Designs must be provided	5
	TOTAL	100 Points

The Cut off points for the Technical Score is 75%. Only the bidders who shall score above 75% in the Technical score shall proceed for Financial Evaluation. 31



C) Financial Evaluation

Financial proposals of all technically responsive bidders shall be opened upon invitation and in presence of bidders/ representatives of bidders. Financial proposals of Non- responsive technical bidders shall be returned un-opened to the respective bidders.

The total amount of points allocated for the financial component is 30. The maximum number of points (20 points) will be allotted to the lowest Financial Proposal that is opened and compared among those invited Firms which obtain the qualifying points in the evaluation of the technical component. All other price Proposals will receive points in inverse proportion to the lowest price; e.g.

Price score = $\frac{\text{Total Price Score i.e. } 20 \times \text{Lowest Proposal Price}}{\text{Proposal Price of the Bidder Example}}$

1st Lowest Proposal Price = Kes. 1,000

2nd Lowest Proposal Price = Kes. 1,050

3rd Lowest Proposal Price = Kes. 1,200

Price Score of 1st Lowest Bidder = $(20 * 1,000)/1000 = 20$
points

Price Score of 2nd Lowest Bidder = $(20 * 1000)/1050 =$
19.05 points



SECTION VII - STANDARD FORMS

a) **Proposal Submission Form**

[_____Date]

To: [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the Hybrid Classroom Solution for
_____ [Title of consulting
services] 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
herein also attached.

We understand you are not bound to accept any Proposal that 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 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:	Approx. value of the contract (in current KES):
Country: Location within/without country:	Duration of assignment (months):
Name of Client: Key Contact Person and Telephone No.:	Total No. of staff-months of the assignment:
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by associated Bidders:
Name of associated Bidders, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____

Name and title of signatory; _____

[Authorized Signature]: _____

[Date]: _____



c) Description Of The Methodology And Project Plan For Performing The Assignment



d) Team Composition And Task Assignments

Name	Position	Task

e) Format Of Curriculum Vitae (CV) For Proposed Professional Staff

Proposed Position:	
Name of Firm [Insert name of the firm proposing the staff]:	
Name of Staff [Insert full name]:	
Nationality:	
Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:	
Membership of Professional Associations:	
Other Training: [Indicate significant training since degrees under and where obtained]:	
Countries of Work Experience: [List countries where staff has worked in the last ten years]	
Languages: [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]	
Employment Record: [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]: From: [Year] _____ To [Year]: _____ Employer: _____ Positions held: _____	

Certification

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

[Signature of Staff Member] [Date]

[Signature of Authorized Representative of the Firm] [Date]

[Full Name of Staff Member]

[Full Name of authorized representative]

(The Curriculum vitae must be up to date and signed by the professional and an authorized representative of the applicant.)



f) Declaration FORM

“This Company/firm is not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing. The company or its directors have not been debarred from participating in public procurements or ineligible on account of corruption or fraudulent practices.

This Company/Firm has not been involved in any corrupt practices and is not the subject of investigation by **THE CLIENT**.

Finally, the company has the necessary qualifications, capability, experience, resources, and facilities to provide what is being procured.”

Name:
Signature.....Position.....
Date.....
Stamp.....

Yours sincerely,

_____ [Authorized Signature]:

[Name and Title of Signatory]:
[Name of Firm]:
[Address]:



g) PRICE SCHEDULE



NO.		Classroom				PRICE (B)	VAT (C)	TOTAL (D) = (B)+(C)
		MC 1 Classroom Multipurpose Complex	LC 11 Classroom Library Building	B2 Classroom Library Basement	Adeleke Amphitheatre			
1.	Audio-Visual Components Costs (itemize each component)							
2.	Interactive 3-in-1 Smart Screen Cost							
3.	UPS Cost							
4.	Digital Access Door lock Cost							
5.	Installation & Labor Cost							
6.	Training Fees							
7.	Recurrent Cost							
8.	Other related hardware costs							
9.	Other Costs							



h) Performance Security Form

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated]

[Guarantor Form head or SWIFT identifier code].....
[insert: Bank's Name, and Address of Issuing Branch or Office]
Beneficiary: [insert: Name and Address of Procuring Entity]
Date: [insert: date]
PERFORMANCE GUARANTEE No.: [insert: Performance Guarantee Number]
Guarantor: [Insert name and address of place of issue, unless indicated in the Form head.]

We have been informed that on [date of award] you awarded Contract No. [insert: Contract number] for [insert: title and/or brief description of the Contract] (hereinafter called "the Contract") to [insert: complete name of Supplier which in the case of a joint venture shall be in the name of the joint venture] (hereinafter called "the Applicant"). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor here by irrevocably undertake to pay you any sum(s) not exceeding [insert: amount(s)1 in figures and words] such sum being payable in the types and proportions of currencies which the Contract Price is payable upon receipt by us of the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the contract without the Beneficiary needing to prove or to show grounds or reasons for their demand or the sum specified there in.

On the date of your issuing, to the Supplier, the Operational Acceptance Certificate for the System, the value of this guarantee will be reduced to any sum(s) not exceeding..... [insert: amount(s) in figures and words]. This remaining guarantee shall expire no later than.....[insert: number and select: of months/of years (of the Warranty Period that needs to be covered by the remaining guarantee)] from the date of the Operational Acceptance Certificate for the System2, and any demand for payment under it must be received by us at this office on or before that date.

[Signature(s)]



i) CONTRACT FORM

THIS AGREEMENT made theday of 20..... between..... [Name of procurement entity] of [Country of Procurement entity](Hereinafter called “the Adventist University of Africa”) of the one part and [Name of bidder] of [City and country of bidder](Hereinafter called “the bidder”) of the other part.

WHEREAS the Adventist University of Africa invited proposals for certain materials and spares. Viz.....

[Brief description of materials and spares] and has accepted a proposal by the bidder for the supply of those materials and spares in the sum of [Contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written. Signed, sealed, delivered by _____ the _____ (for the Adventist University of Africa)
Signed, sealed, delivered by _____ the _____ (for the bidder)
in the presence of _____



j) CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

<p>Part 1 – General: Business Name Location of business premises. Plot No Street/Road Postal Address Tel No. Fax.....E-mail Nature of Business Registration Certificate No (Attach Copy) Maximum value of business which you can handle at any one time – Kshs. Name of your bankers Branch KRA Tax Compliance Certificate... (Attach copy) Business Permit No (Attach copy)</p>



Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company-

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

Name	Nationality	Citizenship Details	Shares
------	-------------	---------------------	--------

1.

2.

3.

4.

5.

Date Signature of Candidate

Part 2 (a) – Sole Proprietor

Your name in full Age.....

Nationality Country of origin.....

• Citizenship details

Part 2 (b) Partnership

Given details of partners as follows:

Name	Nationality	Citizenship Details	Shares
------	-------------	---------------------	--------

1.

2.

3.

4.

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



k) LETTER OF NOTIFICATION OF AWARD

Adventist University of Africa
Adventhill, Ongata Rongai, Magadi Road
Private Bag Mbagathi,
00503, Nairobi, Kenya

TO: _____

RE: Proposal No. _____
Proposal Name _____

This is to notify that the contract/s stated below under the above-mentioned proposal has 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.

Makhosiwonke Moyo
Deputy Vice Chancellor for Financial Administration
(dvcf@aua.ac.ke)

