



ZIWANI SDA CHURCH

TENDER NAME: TENDER FOR AUDIO RECODING

TENDER NO. ZWN/P/001/2021

INVITATION DATE: 22ND MARCH, 2021

CLOSING DATE: 26TH MARCH, 2021

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SECTION I: INVITATION TO TENDER

Date: 22ND MARCH, 2021

The Seventh-day Adventist Church, Ziwani, situated along Ronald Ngala Road, Mombasa, invites tenders from eligible candidates who are able to demonstrate technical and financial capability to execute the tender listed below

NO	TENDER NUMBER	TENDER NAME	ELIGIBILITY
1.	ZWN/P/001-2021	AUDIO RECORDING	<ul style="list-style-type: none">▪ REQUEST FOR QUOTATION (RFQ)▪ OPEN TENDER

Tender document can be obtained from the Church Clerk's or the Church Treasurer's office after payment of non-refundable Fee of Kshs. 1,000.00 payable through MPESA Paybill Number 643952 clearly indicating Account Name: **Tender**.
Tenders will be advertised through our official website: *ziwani.adventistafrica.org*

Completed tender documents should be submitted to the Procurement committee on or before 26th March, 2021 at 4:00pm through the email: procurement@ziwaniadventistchurch.or.ke AND Hard Copies deposited in the Tender Box located at the hind entrance of the church.

The procurement entity will unseal all tenders on Sunday **28th March, 2021** at **10am** at our church's Conference Room in the presence of the bidders or their representatives who choose to attend.

Our Address is: SDA Church – Ziwani, Along Ronald Ngala Road, P. O. Box 80273-80100, Tel: +254 726 227652 / +254 726 427400, Email: procurement@ziwaniadventistchurch.or.ke / info@ziwaniadventistchurch.or.ke, Website: www.ziwani.adventistafrica.org

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

2.1.1 This invitation for tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers.

2.1.2 The procuring entity's committee members, Elder in charge of the Department and the Head of procurement committee, the Leader of the Department are not eligible to participate in the tender unless where specially allowed under special situation.

2.1.3 Tenderers involved in canvassing shall lead to automatic disqualification.

2.2 Cost of Tendering

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

2.2.2 The price to be charged for the tender document shall be Kshs. 1,000.00

2.2.3 The procurement committee has a right to review the Tender document in the any stage but before the Tender closes.

2.3 Contents of Tender Documents

2.3.1 The tender documents comprise the documents listed below and addenda issued.

- (i) Instructions to tenderers
- (ii) General Conditions of Contract
- (iii) Form of Tender
- (iv) Price Schedules

- (v) Contract Form
- (vi) Confidential Business Questionnaire Form
- (vii) Tender security Form (from treasury bid bond acknowledgement)

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and particulars in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of tender Documents

2.4.1 A prospective tenderer making inquiry on the tender documents may notify the Procuring committee by post, hand delivery, by email at the procuring entity's address indicated in the Invitation to Tender. The Procuring committee will respond in writing to any request for clarification of the tender documents, before 2 days to closure of Tender.

2.5 Amendment of tender Documents

2.5.1 At any time prior to the deadline for submission of tenders, the Procuring committee, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum amendment.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email or website and such amendment will be binding on all of them.

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

2.6 Language of Tenders

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the

Procurement committee, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7. Documents Comprising the Tender

2.7.1 The tender prepared by the tenderer shall comprise the following components:

- (a) a Tender Form and a Price Schedule completed
- (b) Documentary evidence established for the preliminary, Technical and Financial parts.
- (c) Bid bond note acknowledging payment to Ziwani treasury (2%) paid through the MPESA Paybill No. 643952 Account Name: **Tender.**

2.8. Form of Tender

2.8.1 The tenderer shall complete the Form of Tender and the Price Schedules furnished in the tender documents, indicating the particulars of the tender.

2.9. Tender Prices

2.9.1 The tenderer shall indicate on the Price Schedules the unit prices and total tender price of the particular of tender under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the amounts to be paid by the tenderer to the procuring Committee for the particulars of the tender under the contract.

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise stated.

2.11. Tenderers Eligibility and Qualifications

2.11.1 The tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring committee satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Bid Bond

2.12.1 The tenderer shall furnish, as part of its tender, a bid bond acknowledgement from treasury.

2.12.2 The Bid bond shall not exceeding 2 per cent of the tender price

2.12.3 The tender security/bid bond is required to protect the Procuring committee against the risk of Tenderer's conduct which would warrant the security's forfeiture.

2.12.4 The tender security/bid bond shall be denominated in Kenya Shillings or In another freely convertible currency, and shall be in the form of

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

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 will be rejected by the Procuring committee as non-responsive bidder.

2.12.6 Unsuccessful Tenderer's tender security/bid bond will be discharged or returned as promptly as possible but not later than fourteen (14) days after the expiration of the period of tender validity.

2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30

2.12.8 The tender security/bid bond may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) to furnish performance security in accordance with paragraph 2.30
- (c) If the tenderer rejects a correction of an arithmetic error in the tender.

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid as stated in the delivery schedule or contract form

2.13.2 In exceptional circumstances, the Procurement committee may add the contractor more time to supply or finish the works in case of any eventuality that the contractor could not finish work on schedule.

2.14 Tenders awarded shall be terminated by the procurement committee if their validity period expires

2.14. Format and Signing of Tenders

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

2.15 Sealing and Marking of Tenders

Tenders submitted will be in a sealed envelope and tender number marked on the envelope.

2.16. Deadline for Submission of Tenders

2.15.6 The Procuring committee will open all tenders after at a specified date and place 5days from the day tender was floated/ advertised

Invitation to tender opening (**28TH MARCH, 2021- 10.00AM**)

2.16.1 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.17. Modification and Withdrawal of Tenders

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

2.17.2 The tenderer'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 fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders

2.18.1 The Procuring committee will form an ad-hoc opening committee comprised of 3-5 members with a chairperson and secretary to write minutes upon opening

of tenders envelopes at a disclosed, specified time and date immediately after the closing time as specified in the Invitation to Tender **(28TH MARCH, 2021-10.00AM) Sunday at Ziwani SDA Church Conference Room.**

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

2.18.3 The Ziwani Church Procurement committee will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register.

2.19 Clarification of Tenders

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

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

2.20 Preliminary Examination and Responsiveness

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

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail

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

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.21. Conversion to single currency

2.21.1 Where other currencies are used, the Procurement committee will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22. Evaluation and Comparison of Tenders

2.22.1 The Procurement committee will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

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

2.22.3 Pursuant to paragraph 2.22.2. the following evaluation methods will be applied.

(a) Operational Plan

- (i) The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time Specified in the Schedule of Requirements. Tenderers 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

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

2.22.4 Preference where allowed in the evaluation of tenders shall not exceed 15% of tender sum, this shall be at the discretion of the tender evaluation committee.

2.22.5 The evaluation committee shall evaluate the tenders within 7 days from the date of opening the tender.

2.23. Contacting the Procurement committee

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the Procurement committee on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the Procurement committee in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

2.24 Post-qualification

2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the Procuring entity deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 the Procurement committee will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.25.2 To qualify for contract awards, the tenderer shall have the following:-

- (a) Necessary qualifications, capability experience, services,
- (b) Equipment and facilities to provide what is being procured.
- (c) Legal capacity to enter into a contract for procurement
- (d) 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.
- (e) Shall not be debarred from participating in public procurement.

2.26 Procuring entity's right to accept or reject any or all tenders

2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

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

2.26.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future Ziواني SDA Church procurement of goods services and works.

2.27 Notification of Award

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

2.27.2 The notification of award will constitute the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the unsuccessful tenderers shall be notified that their tenders have been unsuccessful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.30, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.29 Signing of Contract

2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.29.2 Within seven (7) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.29.3 The contract will be definitive upon its signature by the two parties.

SECTION III EVALUATION CRITERIA

A) Mandatory Evaluation Criteria

Bidders **must** provide all the information required in this section

NO	Item Description	Yes/No
1	A copy of certificate of registration/incorporation	
2	KRA / TRA / URA Pin	
4	Single business permit by relevant jurisdiction	
5	Bid bond (2%) of tender sum (refundable)	

	<i>Bidders successfully proceed to technical evaluation</i>	
	<i>N/B: Only bidders that are responsive on all the above criteria shall be subjected to technical evaluation.</i>	
B	TECHNICAL EVALUATION (70marks)	Scores TOTAL
1	Availability of Key personnel and staff and CVs of Key management staff attached.	20
2	Staff experience 3-5 years 20marks, less than three years (10marks)	10
3	Firm experience in works or supply of same or related nature of goods attach LPO/INVOICE/DELIVERY NOTE /SAMPLE OR REFERENCES / LETTER OF AWARD any of the two	20
5	Attach Bank Details	10
6	Attach baptism certificate or a letter of recommendation from pastor.	10
	TOTAL MARKS	70

N/B

Pass mark under the technical Evaluation is 50%. Only tenderers who attain the minimum technical score will be proceed to financial evaluation.

When submitting the financial proposal, bidders are required to use the Price Schedule Form attached in the tender document.

FINANCIAL EVALUATION

This part carries 30 marks. The formula used is $LQA/BQA \times 30$ Marks. The successful tenders is the one who scores highest marks in summation of the Technical scores and financial scores .Total possible marks summation is 100 marks.

3.1. Payment

3.11. The method and conditions of payment to be made to the procuring entity under this Contract shall be specified in the Ziwani procurement manual currently shall be 30% initial payment for services and 70% after service

done, goods will only be paid in full after delivery while works will be paid as determined by the procurement committee on evaluation of works done.

- 3.12. Payment shall be made promptly with availability of funds to the contractor by the procurement entity in this case (Ziwani SDA Church, treasury) upon raising of relevant documents, including delivery notes, invoices and receipts.

3.2. Prices

- 3.2.1 Prices charged by the procuring entity for particulars provided under the Contract shall not, with the exception of any price adjustments authorized in ZPM (Ziwani procurement manual) vary from the prices quoted by the Contractor in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

- 1.2.2 Contract price variations shall not be allowed for contract not exceeds one year (12 months)

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

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

SECTION VI - STANDARD FORMS FOR FILLING

1. **Form of Tender** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall

be completed after contract award and should incorporate the accepted contract price.

4. **Bid bond Form** - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

Form of Tender

To: Date _____

ZIWANI SDA CHURCH

PO BOX 80273-80100 MOMBASA

Tender No.

Tender Name.....

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to procure (the particulars of the tender) under this tender in conformity with the said Tender document for the sum of

.....

.....[
 Total Tender amount in words and figures] or such other sums as may
 be ascertained in accordance with the Schedule of Prices attached
 herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to abide by the conditions of the tender.
3. We agree to abide by this Tender for a period of[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.

DATE----- SIGNATURE -----

COMPANY REP-----Company Name-----

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SUMMARY OF COSTS – PRICE SCHEDULE FORM AUDIO RECORDING

The tenderer should indicate the costs in (**absolute figures and not in percentages which is not acceptable**). All prices should be inclusive of applicable taxes and levies.

No.	Item Description	Particulars	Rate	Total Cost
1.	Audio/Video Recording	<ul style="list-style-type: none"> ▪ Recording, editing end mastering per album ▪ Programming ▪ Studio 		
Total Amount (Inclusive of taxes)				

NB:

All cost MUST be declared/disclosed and in absolute figures at the tendering stage. No additional cost shall be accepted after the offer has been submitted.

Signature of Tenderer

.....

Company Stamp.....

CONTRACT FORM (Submitted after award of tender)

CONTRACT FORM (Submitted after award of tender)

THIS AGREEMENT made the day of 2021 between Ziwani SDA Church (hereinafter called “the Procuring entity”) of the one part; and..... (hereinafter called “the tenderer”) of the other part:

WHEREAS the Procuring entity invited tenders for the service of Audio Recording and has accepted a tender by the tenderer for the supply of the services in the sum of

[contract price in words and in figures] (hereinafter called “the Contract Price”). NOW THIS AGREEMENT WITNESSTH 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 as filled in the summary of costs
 - (c) Notification of award
 - (d) Contract form
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide payments as agreed.
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract as determined by the Ziwani procurement committee.

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 (Ziwani SDA Church)

Signed, sealed, delivered by _____ the _____ (for

the tenderer) in the presence of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No. Fax E mail

Nature of Business

Registration Certificate No.

Maximum value of business which you can handle at any one time – Kshs.

Name of your bankers Branch

Part 2 (a) – Sole Proprietor

Your name in full Age

Citizenship

Nationality Country of origin

Part 2 (c) – Registered Company

Private or Public

Company directors: