

**REPUBLIC OF KENYA**



**COUNTY ASSEMBLY OF SIAYA**

**SUPPLY, DELIVERY, INSTALLATION, TESTING, &  
COMMISSIONING OF STRUCTURED CABLING AND  
PABX INSTALLATIONS OR ANY OTHER ASSOCIATED  
WORKS/ACCESSORIES AT COUNTY ASSEMBLY OF  
SIAYA HEADQUARTERS**

**SUBMISSION IN THE IFMIS SUPPLIER  
PORTAL THROUGH [supplier.treasury.go.ke](http://supplier.treasury.go.ke) IS  
MANDATORY**

**TENDER NO. SC/ASS/TEND/LAN/PABX/2020-2021**

**CLOSING DATE: THURSDAY 25<sup>TH</sup> FEBRUARY 2021**

**G.O.K IFMIS NEGOTIATION NO: 848640**

**Issued by the County Assembly of Siaya**

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## **INTRODUCTION**

- 1.1 This Standard Tender Document has been prepared for use by public entities in Kenya.
- 1.2 The following general conditions should be observed when using the document.
- a) Specific details should be furnished in the tender notice and in the special conditions of contract. The final document to be provided to the tenderers should not have blank spaces or give options.
  - b) The instructions to the tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contracts and the appendix to instructions to the tenderers.
- 1.3 Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements.
- 1.4 The invitation to tender shall be issued as an advertisement in accordance with the regulations as a letter of invitation addressed to tenderers who have expressed interest following an advertisement of a prequalification tender.

## SECTION I INVITATION TO TENDER

**TENDER REF NO.: SC/ASS/TEND/LAN/PABX/2020-2021**

**TENDER NAME: Supply, Delivery, Installation, Lay, Testing, & Commissioning of Access Control, Structure Cabling and PABX Installations or any other Associated Works/Accessories at County Assembly of Siaya Headquarters**

- 1.1 The County Assembly of Siaya invites sealed tenders from eligible candidates for supply, Delivery, Installation, Lay, Testing, & Commissioning of Access Control, Structure Cabling and PABX Installations or any other Associated Works/Accessories at County Assembly of Siaya Headquarters.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at (the First Floor of County Assembly Headquarter Building Located in Siaya Town) during normal working hours.
- 1.3 A complete tender document may be obtained by interested candidates free of charge from GOK Tenders Portal.
- 1.4 Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and shall remain valid for (90) days from the closing date of the tender.
- 1.5 Completed tender documents **MUST** be uploaded in the IFMIS tenders portal, [supplier.treasury.go.ke](http://supplier.treasury.go.ke) and hard copies enclosed in plain sealed envelopes, marked with the tender number **MAY** also be deposited in the tender box provided at **the First Floor of County Assembly Headquarter Building Located in Siaya Town** or be addressed and posted to COUNTY ASSEMBLY OF SIAYA, BOX 7-40600 SIAYA to be received on or before **25<sup>TH</sup> FEBRUARY 2021 AT 12.00 NOON.**
- 1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at the County Assembly Boardrooms while adhering to Min. of Health Covid19 guidelines.

**Eric O. Ogenga**  
**Ag. County Assembly Clerk**  
**COUNTY ASSEMBLY OF SIAYA**

**SECTION II - INSTRUCTIONS TO TENDERERS**  
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## **SECTION II – INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall complete the supply, install and commissioning of the equipment by the intended completion date specified in the tender documents.
- 2.1.2 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Eligible Goods**

- 2.2.1 All goods to be supplied and installed under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, “origin” means the place where the equipment(s) are produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components

2.2.3 The origin of equipment is distinct from the nationality of the tenderer and shall be treated thus in the evaluation of the tender.

### **2.3 Cost of Tendering**

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

2.3.2 The price to be charged for the tender document shall not exceed Ksh 5000.00

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

### **2.4. The Tender Document**

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to tenderers

- (i) Invitation to Tender
- (ii) Instructions to Tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire Form

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect

will be at the tenderers risk and may result in the rejection of its tender.

## **2.5 Clarification of Tender Documents**

- 2.5.1 A prospective tenderer making inquiries of the tender documents may notify the Procuring entity in writing or by post at the entity's address indicated in the invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.
- 2.5.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

## **2.6 Amendment of Tender Documents**

- 2.6.1 At any time prior to the deadline for submission of tender, the procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.6.2 All prospective tenderers that have obtained the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.7 Language of Tender**

- 2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the



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

## **2.8 Documents Comprising the Tender**

2.8.1 The tender prepared by the tenderers shall comprise the following components.

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.13 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

## **2.9 Tender Form**

2.9.1 The tenderer shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the equipment to be supplied, installed and commissioned and a brief description of the equipment, their country of origin, quantity, and prices.

## **2.10 Tender Prices**

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices where applicable and total tender price of the equipment and installation it proposes to supply under the contract.

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

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

## **2.11 Tender Currencies**

2.11.1 Prices shall be quoted in the following currencies:

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

## **2.12 Tenderers Eligibility and Qualifications**

2.12.1 Pursuant to paragraph 2.1. the tenderers shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.12.1 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

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

- (a) that, in the case of a tenderer offering to supply equipment under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the equipment, Manufacturer or producer to supply the equipment
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking

obligations prescribed in the Conditions of Contract and/or Technical Specifications.

### **2.13 Goods Eligibility and Conformity to Tender Document**

2.13.1 Pursuant paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all equipment which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the equipment to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- a) a detailed description of the essential technical and performance characteristic of the equipment
- b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the equipment for a period of two (2) years, following commencement of the use of the equipment by the Procuring entity; and
- c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the commentary to be furnished pursuant to paragraph 2.13.3(c ) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the

substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **2.14 Tender Security**

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.

2.14.2 The tender security shall be in the amount not exceeding 2 percent of the tender price.

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

- a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or

- b) in the case of a successful tenderer, if the tenderer fails:
  - i) to sign the contract in accordance with paragraph 2.27
  - 1. or
  - ii) to furnish performance security in accordance with paragraph 2.28
- c) If the tenderer rejects correction of an arithmetic error in the tender.

## **2.15 Validity of Tenders**

2.15.1 Tenderers shall remain valid for 90 days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.20. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.16 Format and Signing of Tender**

2.16.1 The Procuring entity shall prepare two copies of the tender, clearly marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER**," as appropriate. In the event of any discrepancy between them, the original shall govern.

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

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

## **2.17 Sealing and Marking of Tenders**

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given on the Invitation to Tender.

(b) bear the tender number and name in the Invitation to Tender and the words “**DO NOT OPEN BEFORE THURSDAY 25<sup>TH</sup>, FEBRUARY 2021 AT NOON**”

2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

## **2.18 Deadline for Submission of Tenders**

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 not later than **THURSDAY 25<sup>TH</sup>, FEBRUARY 2021.**

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

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

## **2.19 Modification and Withdrawal of Tenders**

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

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

## **2.20 Opening of Tenders**

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on Thursday 25<sup>th</sup> February 2021 and in the following location.  
BOARDROOM IV

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

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

2.20.3 The Procuring entity will prepare minutes of the tender opening.

## **2.21 Clarification of Tenders**

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

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

## **2.22 Preliminary Examination and Responsiveness**

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

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

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

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to



be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non conformity.

## **2.23 Conversion to Single Currency**

**2.23.1** Where other currencies are used, the Procuring Entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

## **2.24 Evaluation and Comparison of Tenders**

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

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

- (a) in the case of equipment manufactured in Kenya or equipment of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenderer; and
- (b) any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

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

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

- (a) delivery and installation schedule offered in the tender;
- (b) deviations in payment schedule from the specifications in the Special Conditions of Contract;

- (c) the cost of components, mandatory spare parts and service;
- (d) the availability in Kenya of spare parts and after-sales service for the equipment offered in the tender;

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

(a) *Delivery schedule*

- (i) The Procuring entity requires that the equipment under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule*

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

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

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

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

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

## **2.25 Contacting the Procuring Entity**

2.25.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.25.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

## **2.26 Award of Contract**

### **(a) Post-Qualification**

2.26.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.26.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

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

### **(b) Award Criteria**

2.26.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

- a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- b) Legal capacity to enter into a contract for procurement
- c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- d) Shall not be debarred from participating in public procurement.

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

2.26.6 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderer of the grounds for the procuring entity's action

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

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

2.26.9 A tenderer who gives false information in the tender document about is qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

**2.27 Notification of Award**

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

2.27.2 The notification of award will signify the formation of the Contract but will have to wait until the contract is finally signed by both

parties. Simultaneous other tenderers shall be notified that their tenders have not been successful.

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

## **2.28 Signing of Contract**

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

2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.28.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## **2.29 Performance Security**

2.29.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.29.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.28 or paragraph 2.29 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

## **2.30 Corrupt or Fraudulent Practices**

2.30.1 The procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has and will not be involved in corrupt or fraudulent practices.

3.30.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

3.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

## **Appendix to Instructions to Tenderers**

### **Notes on the Appendix to the Instructions to Tenderers**

1. The Appendix to instructions to the tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clause in the instructions to Tenderers including in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirement specific to the circumstances of the procuring entity, the goods to be procured and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
  - (a) The information that specifies and complements provisions of Section II to be incorporated
  - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated
4. Section II should remain unchanged and can only be amended through the Appendix.
5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

## **TENDERS EVALUATION CRITERIA**

A three-stage procedure will be adopted in evaluating the tenders

1. Preliminary evaluation
2. Technical evaluation
3. Financial evaluation



## STAGE 1 – MANDATORY REQUIREMENTS

Tenderers shall meet the following **mandatory requirements** to pass the preliminary evaluation. Must provide:-

### A. PRELIMINARY EVALUATION – MANDATORY REQUIREMENTS (MR)

No.	Documents to be submitted	YES/NO
1.	Copy of certificate of Registration/Incorporation	
2.	Copy of valid PIN/VAT	
3.	Copy of Valid Tax Compliance certificate	
4.	Reference Letter from the bank indicating that the firm is currently operating an account (dated at least within the last 6 months)	
5.	Copy of valid business permit/Trade License.	
6.	Copy of Updated CR12 not more than 6 months old.	
7.	Price Schedule in the format provided	
8.	Dully filled, signed and stamped Confidential business questionnaire in the format provided	
9.	Dully filled, signed and stamped Form of Tender in the format provided	
10.	Dully filled and Certified Power of Attorney.	
11.	Copy of Valid CAK License in Telecommunications	
12.	Copy of Valid NCA Certificate and Practicing license Under Electrical Engineering Services Category 5 and above (Electrical Installation/ Electronic Communications /PABX/ Intercoms & Telephone wiring/ Electronic Structured Cabling, e.t.c)	
13.	Manufacturer Authorization Letters for all proposed Active Devices	
14.	Evidence of payment of bid bond/tender security of <b>Kshs. 90,000.00</b> provide original copy and must be valid for <b>90 days</b> from the day of tender opening. The tender security shall be from a Bank or Insurance firm recognized by procurement act.	
15.	Dully filled, signed and stamped Site visit form by appointed County Assembly of Siaya and Bidder representatives in the format provided.	
16.	Must Submit Audited financial statements for the last Two Financial Years (2019 & 2018)	
17.	All pages of the submitted tender document shall be serialized and well bound.	
18.	CVs and copies of certificates of key personnel for execution of the contract ( <i>in case of a joint venture, either partner shall submit</i> ).	
19.	Dully filled, signed, stamped and certified declaration that the bidder is not debarred from participating in Public Procurement in the format provided	

***Failure to meet the preliminary mandatory requirements will lead to automatic disqualification***

**STAGE 2-TECHNICAL EVALUATION**

	<b>Evaluation Criterion</b>	<b>%</b>	<b>Score %</b>
1	<p><b>Demonstration of past experience and performance</b> Tenderers shall submit documents to demonstrate past experience and past performance of the tenderer of projects of similar nature (Nature, scope and value)</p> <p><b>Technical Experience:</b> Tenderer shall demonstrate experience in minimum 3 similar works in the role of contractor, subcontractor, or management contractor:</p> <p>Must have proof of having successfully executed 3 other similar works in the last 5 years. Bidders must provide copies of LPOs, Completion Certificates and copies of contracts as proof.</p> <p>A bidder must present letters of recommendation or reference letters from at least Three 3 corporate/government or reputable institutions having been recommended for similar works provided above in the last five 5 years.</p> <p><b>NB: Documents submitted shall clearly indicate name of project, commencement, and completion dates of the contracts, and names of contact persons.</b></p> <p><b>Three similar works – 30 points</b>  <b>Points One similar works – 10 points</b>  <b>None – 0 points</b></p>	<b>30</b>	
2	<p><b>Qualification and experience of key personnel</b></p> <p>The qualifications and experience of key personnel proposed for administration and execution of the Contract, both on and off site. Bidders shall submit certified CV’s of key personnel to be involved in the works. The minimum requirement is:-</p> <p>a) <b>Electrical/Mechanical Engineer</b>, with at least Two (2) years’ experience in installations of similar works –</p> <ol style="list-style-type: none"> <li>i. Must hold a degree in Electrical or Mechanical Engineering. Attach Copies of Certificated (1 Marks)</li> <li>ii. Must demonstrate at least two years of experience (1 Marks)</li> <li>ii. Must have handled at least three similar works (1 Marks)</li> <li>v. Must be registered with either ERC or Engineering Board (5 Marks)</li> </ol> <p>b) <b>Project Manager:</b>  Degree in IT/Engineering/Computer science or any technical relevant course. (1 marks)</p> <ol style="list-style-type: none"> <li>i. Minimum of 3 years ‘experience with a minimum of 3 years in Project Management. (1 Marks)</li> <li>ii. Must have handled at least 3 similar projects as a PM. (1 Marks)</li> <li>iii. Must be a certified Project Manager with Prince 2 or Masters in Project Management or PMI or other equivalent project management certifications. Copies of Degree and PM Certificates</li> </ol>	<b>40</b>	

	<p>must be attached (5 Marks)</p> <p><b>c) Network engineers/administrator</b>  Degree in IT/Engineering/Computer science or any technical relevant course. (1 marks)</p> <ul style="list-style-type: none"> <li>i. Minimum of 3 years ‘experience with a minimum of 3 years as a Network engineer. (1 Marks)</li> <li>ii. Must have handled at least 3 similar projects as a Network Engineer. (1 Marks)</li> <li>iii. Must be CCNA certified or its equivalent certification. (1 Marks)</li> <li>iv. Must be Certified in the proposed IP Telephony System (4 Marks)</li> </ul> <p><b>d) Integration engineers</b>  Degree/Diploma in Telecommunication, IT/Engineering/Computer science or any technical relevant course. (1 marks)</p> <ul style="list-style-type: none"> <li>i. Minimum of 3 years ‘experience with a minimum of 3 years as a Network engineer. (1 Marks)</li> <li>ii. Must have handled at least 3 similar projects as an integrator. (1 Marks)</li> <li>iii. Must be CCNP certified or its equivalent certification. (5 Marks)</li> </ul> <p><b>e) Service Support &amp; Quality Assurance Engineer</b>  Degree in IT/ Business Administration/BBIT or any technical relevant course. (1 Marks)</p> <ul style="list-style-type: none"> <li>i. Must have 5 Years General Experience (1 Marks)</li> <li>ii. Minimum of 2 Years’ experience as a Support and Quality Assurance Engineer (1 Marks)</li> <li>iii. Must have handled at least 3 Similar projects as a Support and Quality Assurance Engineer (2 Marks)</li> <li>iv. Must have ITIL certification and have customer relationship background(3 Marks)</li> </ul>		
3	<p>CONFORMANCE WITH TECHNICAL SPECIFICATIONS REQUIREMENT  Solution provided must be adequate complete and functional. Proposed equipment must fully meet the technical features provided for</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> IP telephone system</li> <li><input type="checkbox"/> POE Switches</li> <li><input type="checkbox"/> Cabling</li> </ul> <p>Adequate and complete Solution design and architecture</p>	<b>10</b>	
4	<p>Project Management, Implementation Plan and Methodology  Detailed Methodology (1 Marks)  Detailed Training and skills Transfer plan (2 Marks)  Training Curriculum (2 Marks)  Detailed Integration plan (1 Marks)  Warranty and Support plan (1 Marks)</p>	<b>10</b>	

	Draft SLA plan detailing escalation matrix, support and communication structure (3 Marks)		
5	Accreditation and Certifications Valid CAK license (3 Marks) Relevant ICTA certification (2 Marks) Copy of Valid NCA Certificate and Practicing license (3 Marks) Manufacturer Authorization Form (2 Marks)	<b>10</b>	
	<b>TOTAL</b>	<b>100</b>	

**Tenders with a technical score of 85% and above out of 100% shall be considered technically responsive hence qualify for financial evaluation.**

**STAGE 3- FINANCIAL EVALUATION**

Tenders shall be checked for arithmetic errors. The lowest evaluated tender to be considered for award must be economically responsive i.e. unit rates in the bill of quantities must realistically be within market rates and the tender sum be within the budget.

**The procuring Entity shall conduct due diligence on the lowest most responsive before award.**

## APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

<b>INSTRUCTIONS TO TENDERERS REFERENCE</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
<b>2.1.1</b>	<i>Indicate eligible tenderers</i>
<b>2.14.1</b>	<i>Indicate particulars of tender security</i>
<b>2.18.1</b>	<i>Indicate day, date and time of closing (25<sup>th</sup> February 2021)</i>
<b>2.20.1</b>	<i>As in 2.18.1 above</i>
<b>2.29.1</b>	<i>Indicate particulars of performance security</i>

*(Complete as necessary)*

### SECTION III: GENERAL CONDITIONS OF CONTRACT

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

### **3.1 Definitions**

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

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

### **3.2 Application**

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment to the extent that they are not superceded by provisions of other part of contract.

### **3.3 Country of Origin**

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer and will be treated thus in the evaluation of the tender.



### **3.4 Standards**

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

### **3.5 Use of Contract Documents and Information**

3.5.1 The Candidate shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

### **3.6 Patent Rights**

3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country

### **3.7 Performance Security**

3.7.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

- 3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the procuring entity and shall be in the form of
- a) Cash
  - b) Bank guarantee
  - c) Such insurance guarantee approved by the Authority
  - d) Letter of credit
- 3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

### **3.8 Inspection and Tests**

- 3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer. All reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.8.3 Should any inspected or tested equipment fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect test and where necessary, reject the equipment after the equipment arrival and installation shall in no way be limited or waived by reason of the equipment having

previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.9 Packing**

3.9.1 The tenderer shall provide such packing and packaging of the equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

### **3.10 Delivery and Documents**

3.10.1 Delivery of the equipment, documents and installation of the same shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

### **3.11 Insurance**

3.11.1 The equipment supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

### **3.12 Payment**

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

### **3.13 Prices**

- 3.13.1 Prices charged by the tenderer for equipment delivered and installation performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 3.13.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

### **3.14. Assignment**

The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent

### **3.15. Subcontracts**

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

### **3.16. Termination for Default**

- 3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part
- (a) if the tenderer fails to deliver any or all of the equipment within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
  - (b) if the tenderer fails to perform any other obligation(s) under the Contract

- (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

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

### **3.17. Termination for convenience**

### **3.18. Liquidated Damages**

3.18.1 If the tenderer fails to deliver and/or install any or all of the items within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

### **3.19. Resolution of Disputes**

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

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

### **3.20. Language and Law**

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

### **3.21. Force Majeure**

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

### **3.22 Notices**

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

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

## **SPECIAL IV - SPECIAL CONDITIONS OF CONTRACT**

### **Notes on Special Conditions of Contract**

- 4.1 The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract
- 4.2 The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.
  - (a) Information that complement provisions of Section III must be incorporated and
  - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

**SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

4.1 Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

4.2 Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	<i>Indicate particulars of performance security</i>
3.12.1	<i>Indicate terms of payment</i>
3.18.1	<i>Indicate resolutions of disputes</i>

*(Complete as necessary)*

4.3 Site Visit

4.3.1 The tenderer is advised to visit and examine the Site and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a contract. The costs of visiting the Site shall be the tenderer’s own responsibility.

4.3.2 The tenderer and any of his personnel or agents will be granted permission by the Employer to enter upon premises and lands for the purpose of such inspection, but only upon the express condition that the tenderer, his personnel or agents, will release and indemnify the Employer from and against all liability in respect of, and will be responsible for personal injury (whether fatal or otherwise), loss of or



damage to property and any other loss, damage, costs and expenses however caused, which but for the exercise of such permission, would not have arisen.

4.3.3 The Employer shall organize a site visit at a date to be notified. A representative of the Employer will be available to meet the intending tenderers at the Site.

Tenderers must provide their own transport. The representative will not be available at any other time for site inspection visits.

Each tenderer shall complete the Certificate of Tenderer's Visit to the Site, whether he in fact visits the Site at the time of the organized site visit or by himself at some other time.

**SITE VISIT FORM**

**COUNTY ASSEMBLY OF SIAYA**



**SITE VISIT FORM**

---

Bidder/Company Name .....

**Tender No.:** \_\_\_\_\_

**Tender Name: Supply, Delivery, Installation, Lay, Testing, & Commissioning Of Access Control, Structure Cabling and PABX Installations Or Any Other Associated Works/Accessories At County Assembly Of Siaya Headquarters.**

---

This is to certify that the named bidder/company attended the site visit as required in the Tender document

CAS Rep. Name:.....Signature:.....Date:...

Official Stamp

Bidder's Rep Name: .....Signature:.....Date:.....

Official Stamp

## **SECTION - V- SCHEDULE OF REQUIREMENTS AND PRICES**

### **Notes on Schedule of Requirements and Prices**

- 5.1 The Procuring entity must state whether the contract is for procurement, installation and commissioning OR whether it is for installation and commissioning only, in which case, the equipment will have been procured separately.
  
- 5.2 The tenderers may use additional paper as will be necessary to indicate the details of their costing.

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
	<p><b>BILLS OF QUANTITY</b>  <b>TYPICAL FLOOR-STRUCTURED CABLING</b>  <b>(Preliminaries)</b></p> <p><i>Supply, Install, Test and Commission</i>  <i>The Following</i>  <b>HORIZONTAL CABLING</b></p>				
1	RJ45 Cat 6 UTP (Dual) Data and voice outlets complete with faceplates.	80	no		
2	3M RJ45-RJ45 cat 6 UTP factory terminated patch cords for use at workstations.	80	no		
3	1M,RJ45-RJ45 Cat 6 UTP factory terminated patch cords to be used in the cabinet.	80	no		
4	Cat 6 UTP 4 pair cable pulled between cabinet and outlet plates.	17	Rolls		

5	Powder Coated Metal Trunking (150mm X 50mm)	40	no		
<b>CABINET</b>					
6	42U Free standing 800mm*1000mm Cabinet with power outlet sockets.	1	no		
7	12U 600mm * 600mm Wall Mounted Cabinet with power outlet sockets	3	no		
8	Cable Managers	4	no		
10	24 Port patch panel	4	no		
11	24 Port POE Switch	4	no		

13	UPS 6 KVA	2	no		
14	UPS 1 KVA	3	no		
15	Access Points (PoE) or any approved equivalent (sealing mounted)	8	no		
16	Earthing the system	1	Item		
17	Router as per attached specifications and configuration as the main router	1	no		
<hr/>					
<b>MAIN DISTRIBUTION CABINET ROOM</b>					
<b>Horizontal Cabling</b>					
18	1000base Fibre convertor	4	no		

19	Horizontal cable Managers	4	no		
20	12-Port core switch(Active and Redundant)	2	no		
21	Any other Item to complete Installation at Server Room	1	Item		
22	Allow for Preparing and Presenting warranty, documentation, cabling layout, indelible point labels, and test results. To be submitted as a bound report.	1	Item		
<b>PABX Systems/ Infrastructure</b>					
23	Main PABX with all operators	1	no		
24	Executive IP Phones	12	no		
25	Conference IP Phone	1	no		
26	Management IP Phones	5	no		
27	Standard IP Phones	59	no		
28	Operator Console Phones	2	no		
29	3 meter patch cords	80	no		

## Summary Page

ITEM	DESCRIPTION	TOTAL
	<b>SUMMARY PAGE</b>	
1	Total for structured cabling	
2	Total for IP/PABX	
	<b>TOTAL for Structured Cabling/IP/PABX/Cabinet</b>	



## GRAND SUMMARY

ITEM	DESCRITION	TENDER AMOUNT	OFFICIAL USE
	<b>GRAND SUMMARY</b>		
1	TOTAL FOR STRUCTURED/PABX/CABINET (Summary Page)		
2	PROJECT MANAGEMENT & CONTIGENCY (5% of Summary)		
3	LABOUR		
4	GRAND TOTAL		
5	VAT 16%		
	<b>TOTAL for provisional sums carried to Grand Summary</b>		

<p>AMOUNT IN WORDS: Ksh.</p> <p>Bidders Name</p> <p>Address</p> <p>Signature</p> <p>Date</p> <p>Witness Name</p> <p>Address</p> <p>Signature</p> <p>Date</p>	
--	--

## **SECTION VI - TECHNICAL SPECIFICATIONS**

### **6.1 GENERAL**

- 6.1.1. These specifications describe the basic requirements for equipment. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply.
- 6.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specific requirement.
- 6.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products
- 6.1.4 The tenderers are requested to present information along with their offers as follows;-
- (i) Shortest possible delivery period of each product
  - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses

## **SECTION VI – TECHNICAL SPECIFICATIONS**

### **6.2 PARTICULARS**

#### **TERMS OF REFERENCE FOR THE SUPPLY, DELIVERY, INSTALLATION, LAY, TESTING, & COMMISSIONING OF ACCESS CONTROL, STRUCTURE CABLING AND PABX INSTALLATIONS OR ANY OTHER ASSOCIATED WORKS/ACCESSORIES AT COUNTY ASSEMBLY OF SIAYA HEADQUARTERS**

##### **6.2.1 PURPOSE OF THE ASSIGNMENT**

The purpose of the assignment is to supply, install, configure, and commission local area networking (LAN, PABX,) at the County Assembly HQs.

##### **6.2.2 .OVERVIEW OF THE REQUIRED NETWORK**

6.2.2.1 A structured cabling network is required which supports secure transactions, scalability, reliability and simple network management. The entire network will have a consistent architecture to reduce the total cost of network ownership for on-going support and maintenance, component and interface management, scalability, relocations, security, redundancy and training. All the structured cabling sub system components for each solution must be from the same manufacturer.

6.2.2..2 It is envisaged that the LAN will be linked to a Wide Area Network (WAN) comprising other County Assembly buildings as part of the on-going initiative to realize the 2030 Vision of bringing technological services closer to Wananchi.

6.2.2.3 Static and/or dynamic IP addressing and sub netting will be used to realize Virtual Local Area Network (VLAN) within the LANs. All active components used in the network must be able to facilitate management of the network from a central point and from remote locations and must be integrated with IOS software of the latest release version installed.

6.2.2.4 Only structured cabling certification from the manufacturer will be considered and accepted

6.2.2.5 Static and/or dynamic IP addressing and sub netting will be used to realize Virtual Local Area Networks (VLAN) within the LAN. All active components used in the network must be able to facilitate management of the network.

6.2.2.6 All active components used and their accessories to provide solutions must be from the same manufacturer.

##### **6.2.3 SCOPE OF THE STRUCTURED NETWORK INSTALLATION**

6.2.3.1 The installation will consist of a star topology with horizontal UTP subsystem originating from switches and terminating with RJ45 sockets. For each data point, a patch cord of appropriate length with RJ45 connectors at both ends will be required to connect the information point to the network interface adapter.

6.2.3.2 Good cable management practice must be adhered to and proper color-coding used for easy identification.

6.2.3.3 The Main Distribution Facility (MDF) will be located on a selected room identified by the contractor and which must be indicated in the proposed diagram.

6.2.3.4 The location for IDF (horizontal distribution cabinets) is left to the contractor to decide the most appropriate and economical position to place it and which must also be indicated in the proposed diagram as well.

6.2.3.5 Cables must run in the trunkings within building walls and surface pathways. This must be metal trunking installations.

6.2.3.6 The Contractor will be responsible for supplying all materials and components that are necessary to complete the installation of the structured cabling system.

6.2.3.7 The horizontal cabling will include outlets and consolidation or transition points, connectors, mechanical terminations and patch cords that compose horizontal cross connect. Cables will be routed in new wall ducts and terminated on patch panels and other data outlets as specified in accompanying diagrams.

6.2.3.10 New Metal trunking of 150mm X 50mm dimensions with two (2) Compartments must be installed. One will be used leaving the other free for later services.

6.2.3.11 The contractor will be responsible for pulling, terminating and testing all circuits installed and each cable shall be assigned a unique cable number

6.2.3.12 External cables must run through new conduits.

### **6.3.0. VARIATION OF THE SCOPE OF WORK**

The County Assembly of Siaya reserves the right to vary the contract and time and the scope of the work including the amendment of the quantity of data points required; goods and materials. Such amendments should not result in any changes to the unit price other than where pricing was expressly specified to be a subject to discount or other reduction on account of higher volume.

## Access Switch Specification

The offeror shall provision Power over Ethernet (POE) enabled access switches which shall meet the following minimum technical specifications:

No.	Technical Specifications	Compliance (Yes/No)	Bidders Remarks
<b>Requirements</b>			
1.	The switches for horizontal cabling must support at least 100Mbps auto-sensing.		
2.	The switches must be rack mountable in standard racks and should therefore be attached to the backbone.		
3.	The switches must be able to integrate with the existing infrastructure.		
4.	<ul style="list-style-type: none"> <li>• The switches should support 802.1x authentication and limit on the number of users on an interface.</li> <li>• Storm suppression</li> <li>• IP Source Guard</li> <li>• Multiple authentication methods including AAA authentication, RADIUS authentication, and TACACS+ authentication</li> <li>• 802.1x authentication, MAC address authentication, MAC bypass authentication</li> <li>• DHCP snooping</li> <li>• Port isolation and sticky MAC</li> <li>• Packet filtering based on MAC addresses</li> <li>• Limit on the number of learned MAC addresses</li> <li>• Suppression of multicast, broadcast, and unknown unicast packets</li> <li>• CPU defense</li> <li>• DHCP relay</li> </ul>		
5.	The network should be scalable to guarantee the support for future remote sites, applications, users, traffic, technologies without the need for major forklifts, upgrades, or restructuring.		
6.	The proposed network solution should be based on perpetual licensing. Annual or periodical licensing of any features is not allowed.		
7.	The switches should have full PoE+ capability support		

8.	The switches should have 24 -100Mbps ports with 2 SFP+ interface slots accepting 1G transceivers.		
10.	The switches should have switching capacity of at least 32 Gbps.		
11.	The switches should support stacking and must be supplied with the required accessories (stack adapters and power cables).		
12.	The switches should support autosensing for Ethernet ports for uplink connections.		
13.	The switches should have 3-year warranty.		

#### **6000VA UPS Specifications**

<b>Run time for load</b>	6000W	
<b>Max. Capacity Used</b>	100 %	
Output power capacity	6.0kWatts / 6.0kVA	
Nominal Output Voltage	230V	
Nominal Input Voltage	230V	
Input Connections	Hard wire 3-wire (1P + N + E)	
Operating Temperature	40°C	
Topology	Double Conversion Online	

#### **1000VA UPS Specifications**

<ul style="list-style-type: none"> <li>• Device Type: UPS – external</li> </ul>
<ul style="list-style-type: none"> <li>• Weight: 7 kg</li> </ul>
<ul style="list-style-type: none"> <li>• Power Capacity: 600 Watt / 1000 VA</li> </ul>
<ul style="list-style-type: none"> <li>• Output connectors: 2 x power CEE 7/7   2 x power IEC 60320 C13</li> </ul>
<ul style="list-style-type: none"> <li>• Run Time (Up to): 6 min</li> </ul>
<ul style="list-style-type: none"> <li>• Dimensions (WxDxH): 12.6 cm x 34.1</li> </ul>
<ul style="list-style-type: none"> <li>• cm x 16.4 cm</li> </ul>

## Outdoor Access point Specifications

Access Points			
No.	Technical Specifications	Compliance (Yes/No)	Offerors Remarks
1.	Access Points should be at least MIMO 4x4 Wave2.		
2.	At least 2 frequency bands (2.4Ghz and 5Ghz).		
3.	It should support PoE+		
4.	WiFi standards 802.11 a/b/g/n/ac should be supported.		
5.	Radios should support auto channel and power selection based on surrounding WiFi		
6.	Access Points should have the ability to load balance users between APs in the same area.		
Security			
1.	The proposed solution should support WPA/WPA2/TKIP/AES security.		
2.	The proposed solution should support Authentication methods that include 802.1x, Mac-based and CaptivePortal.		
3.	The Access Points should support radius authentication of wireless users.		
4.	The Access Points should support hidden SSIDs.		
5.	The Access Points should have built-in WiFi Protected Setup (WPS) and Wireless Distribution System (WDS)		
6.	The proposed solution should have firewall policy enforcement based on user roles, besides the standard firewall policies by subnet and port.		
7.	The Access Points should support a Mobile-friendly		
8.	The wireless access ports should have a 3-year warranty.		



## Router Specifications

Feature	Specification	Compliance (Yes/No)	Offerors Remarks
IP and IP services	<ul style="list-style-type: none"> <li>• Routing Information Protocol Versions 1 and 2 (RIPv1 and RIPv2)</li> <li>• Generic Routing Encapsulation (GRE) and Multipoint GRE (MGRE)</li> <li>• Standard 802.1d Spanning Tree Protocol</li> <li>• Layer 2 Tunneling Protocol (L2TP)</li> <li>• Layer 2 Tunneling Protocol Version 3 (L2TPv3)</li> <li>• Network Address Translation (NAT)</li> <li>• Dynamic Host Configuration Protocol (DHCP) server, relay, and client</li> <li>• Dynamic Domain Name System (DNS)</li> <li>• DNS Proxy</li> <li>• DNS Spoofing</li> <li>• Access control Lists (ACLs)</li> <li>• IPv4 and IPv6 Multicast</li> <li>• Open Shortest Path First (OSPF)</li> <li>• Border Gateway Protocol (BGP)</li> <li>• Performance Routing (PfR)</li> <li>• Enhanced Interior Gateway Routing Protocol (EIGRP)</li> </ul>		
xDSL	<ul style="list-style-type: none"> <li>• True Multimode VDSL2 and ADSL2+ over Annex A, B, J, and M including traditional G.DMT and T1.413</li> <li>• World-class interoperability with industry-standard DSL access multiplexer (DSLAM) chipsets</li> <li>• Highest field reliability with Impulse Noise Protection over REIN/SHINE, Extended INP-Delay, G.INP, Physical Layer Retransmission, SRA, and Bitswap</li> <li>• VDSL2 Persistent Storage Device (PSD) profiles up to 17a/b with support for Spectral Shaping</li> </ul>		

	<ul style="list-style-type: none"> <li>• VDSL2 Vectoring to offer blazing fiber speeds over copper</li> <li>• Support for 4-pair multimode G.SHDSL;</li> <li>that is, ATM and EFM</li> <li>• Remote management with TR069 and CWMP</li> <li>• Investment protection with GE and SFP for future fiber that could replace xDSL deployment</li> </ul>		
Switch features	<ul style="list-style-type: none"> <li>• Auto Media Device In/Media Device Cross Over (MDI-MDX)</li> <li>• 25 802.1Q VLANs</li> <li>• MAC filtering</li> <li>• Four-port 802.3af and compliant PoE</li> <li>• Switched Port Analyzer (SPAN)</li> <li>• Storm Control</li> <li>• Smart ports</li> <li>• Secure MAC address</li> <li>• Internet Group Management Protocol Version 3 (IGMPv3) snooping</li> <li>• 802.1x</li> </ul>		
Quality of Service (QoS)	<ul style="list-style-type: none"> <li>• Low-Latency Queuing (LLQ)</li> <li>• Weighted Fair Queuing (WFQ)</li> <li>• Class-Based WFQ (CBWFQ)</li> <li>• Class-Based Traffic Shaping (CBTS)</li> <li>• Class-Based Traffic Policing (CBTP)</li> <li>• Policy-Based Routing (PBR)</li> <li>• Class-Based QoS MIB</li> <li>• Class of Service (CoS)-to-Differentiated Services Code Point (DSCP) mapping</li> <li>• Class-Based Weighted Random Early Detection (CBWRED)</li> <li>• Network-Based Application Recognition (NBAR)</li> </ul>		
License	Telephony License for at least 5 user extensions		

### Core Switch Specifications

<b>Enclosure Type</b>	1 RU
<b>Feature Set</b>	IP base
<b>Ports</b>	12 ports of SFP Ethernet fiber connection with Flexible Netflow feature Populate with 4 RJ45 SFP Ethernet module
<b>Maximum stacking number</b>	9
<b>Stack bandwidth</b>	480Gbps
<b>Forwarding Performance</b>	68.4Mpps
<b>Switching Capacity</b>	68Gbps
<b>RAM</b>	4 G
<b>Flash Memory</b>	2 G
<b>Number of AP per switch/stack</b>	100
<b>Number of wireless clients per switch/stack</b>	2000
<b>Dimensions</b>	44.5 cm x 45.0 cm x 4.45 cm
<b>Package Weight</b>	17.49 Kg

## PABX Specifications

The PABX System should have the following capabilities:

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Automated Attendant (IVR) | <input type="checkbox"/> Custom Prompt             | <input type="checkbox"/> Music on Hold       |
| <input type="checkbox"/> Attended Transfer         | <input type="checkbox"/> Dial by Name              | <input type="checkbox"/> One Touch Recording |
| <input type="checkbox"/> AutoCLIP                  | <input type="checkbox"/> DISA                      | <input type="checkbox"/> Queue               |
| <input type="checkbox"/> Blind Transfer            | <input type="checkbox"/> Distinctive Ringtone      | <input type="checkbox"/> PIN List            |
| <input type="checkbox"/> Blacklist/Whitelist       | <input type="checkbox"/> DNIS                      | <input type="checkbox"/> Phone Provisioning  |
| <input type="checkbox"/> Call Back                 | <input type="checkbox"/> Do Not Disturb (DND)      | <input type="checkbox"/> Real-time Status    |
| <input type="checkbox"/> Call Detail Records (CDR) | <input type="checkbox"/> Event Center              | <b>Monitor</b>                               |
| <input type="checkbox"/> Call Forwarding           | <input type="checkbox"/> Email to SMS/SMS to Email | <input type="checkbox"/> Remote Management   |
| <input type="checkbox"/> Call Monitor              | <input type="checkbox"/> Fax to Email              | <input type="checkbox"/> Ring Group          |
| <input type="checkbox"/> Call Parking              | <input type="checkbox"/> Paging/Intercom           | <input type="checkbox"/> SIP Forking         |
| <input type="checkbox"/> Call Pickup               | <input type="checkbox"/> LDAP                      | <input type="checkbox"/> SLA                 |
| <input type="checkbox"/> Call Recording            | <input type="checkbox"/> Linkus UC Softphone       | <input type="checkbox"/> Speed Dial          |
| <input type="checkbox"/> Call Routing              | <input type="checkbox"/> Mobility Extension        | <input type="checkbox"/> Time Condition      |
| <input type="checkbox"/> Call Waiting (FXS)        | <input type="checkbox"/> Multi-language System     | <input type="checkbox"/> User Portal         |
| <input type="checkbox"/> Caller ID                 | <b>Prompt</b>                                      | <input type="checkbox"/> User Permission     |
| <input type="checkbox"/> Conference                | <input type="checkbox"/> Multi-language Web GUI    | <input type="checkbox"/> Video Calls         |
|  | <input type="checkbox"/> Multi-site Interconnect   | <input type="checkbox"/> Voicemail           |

Users	300 (up to 500)
Max Concurrent Calls	60 (up to 120*)
Max FXS Ports	24
Max FXO/BRI Ports	24
Max GSM/3G/4G Ports	6
Max 4G Port (Data)	1
Max E1/T1/J1 Ports	3
VoIP Trunks	100
External Storage	SD Card & 2.5'' SATA HDD
USB	1

# Executive IP Phone Specifications

## Specifications

### Audio Features

- > HD voice: HD handset, HD speaker
- > Hearing aid compatible (HAC) handset
- > Codecs: AMR-WB (optional), AMR-NB (optional), Opus\*, G.722, G.711(A/μ), G.723.1, G.729AB, G.726, iLBC
- > DTMF: In-band, Out-of-band (RFC 2833) and SIP INFO
- > Full-duplex hands-free speakerphone with AEC
- > VAD, CNG, AEC, PLC, AJB, AGC

### Phone Features

- > 16 VoIP accounts
- > Call hold, mute, DND
- > One-touch speed dial, hotline
- > Call forward, call waiting, call transfer
- > Group listening, emergency call
- > Redial, call return, auto answer
- > 3-way conferencing
- > Direct IP call without SIP proxy
- > Ring tone selection/import/delete
- > Set date time manually or automatically
- > Dial plan, XML Browser, action URL/URI
- > RTCP-XR (RFC3611), VQ-RTCPXR (RFC6035)
- > USB port (2.0 compliant) for:
  - Bluetooth earphone through BT40,
  - Contact synchronization through BT40,
  - Wi-Fi through WF40,
  - USB call recording through USB flash drive
- > Enhanced DSS key

### Directory

- > Local phonebook up to 1000 entries
- > Black list
- > XML/LDAP remote phonebook
- > Smart dialing
- > Phonebook search/import/export
- > Call history: dialed/received/missed/forwarded

### IP-PBX Features

- > Busy Lamp Field (BLF)
- > Bridged Line Appearance (BLA)
- > Anonymous call, anonymous call rejection
- > Hot-desking, voice mail
- > Flexible seating

### Display and Indicator

- > 7" 800 x 480-pixel color touch screen with backlight
- > 24 bit depth color
- > LED for call and message waiting indication

### Wallpaper

- > Intuitive user interface with icons and soft keys
- > Multilingual user interface
- > Caller ID with name, number and photo
- > Screensaver
- > Power saving

### Feature keys

- > 29 one-touch DSS keys
- > 7 features keys: message, headset, hold, mute, transfer, redial, hands-free speakerphone
- > 6 navigation keys
- > Volume control keys
- > Illuminated mute key
- > Illuminated headset key
- > Illuminated hands-free speakerphone key

### Interface

- > Dual-port Gigabit Ethernet
- > Power over Ethernet (IEEE 802.3af), class 3
- > 1 x USB port (2.0 compliant)
- > 1 x RJ9 (4P4C) handset port
- > 1 x RJ9 (4P4C) headset port
- > 1 x RJ12 (6P6C) EXT port:
  - Supports up to 6 Expansion Modules for an attendant console application

- > Zero-sp-touch, TR-069
- > Phone lock for personal privacy protection
- > Reset to factory, reboot
- > Package tracing export, system log

### Network and Security

- > SIP v1 (RFC2543), v2 (RFC3261)
- > Call server redundancy supported
- > NAT traversal: STUN mode
- > Proxy mode and peer-to-peer SIP link mode
- > IP assignment: static/DHCP/PPPoE
- > HTTP/HTTPS web server
- > Time and date synchronization using SNTP
- > UDP/TCP/DNS-SRV(RFC 3263)
- > QoS: 802.1p/Q tagging (VLAN), Layer 3 ToS DSCP
- > SRTP for voice
- > Transport Layer Security (TLS)
- > HTTPS certificate manager
- > AES encryption for configuration file
- > Digest authentication
- > OpenVPN, IEEE802.1X
- > IPv6
- > LLDP/CDP/DHCP VLAN
- > ICE

## Management IP Phone Specifications

### Audio Features

- > HD voice: HD handset, HD speaker
- > Codecs: AMR-WB (optional), AMR-NB (optional), G.722, G.711(A/μ), G.723, G.729AB, G.726, iLBC
- > DTMF: In-band, Out-of-band(RFC 2833) and SIP INFO
- > Full-duplex hands-free speakerphone with AEC
- > VAD, CNG, AEC, PLC, AJB, AGC

### Phone Features

- > 16 VoIP accounts
- > Call hold, mute, DND
- > One-touch speed dial, hotline
- > Call forward, call waiting, call transfer
- > Group listening, SMS, emergency call
- > Redial, call return, auto answer
- > 3-way conferencing
- > Direct IP call without SIP proxy
- > Ring tone selection/import/delete
- > Set date time manually or automatically
- > Dial plan
- > XML Browser
- > Action URL/URI
- > Integrated screenshots
- > RTCP-XR, VQ-RTCPXR
- > USB port (2.0 compliant) for: Bluetooth earphone through BT40, Contact synchronization through BT40, Wi-Fi through WF40, USB call recording through USB flash drive
- > Enhanced DSS Key

### Directory

- > Load phonebook up to 1000 entries
- > Black list
- > XML/LDAP remote phonebook
- > Intelligent search method
- > Phonebook search/import/export
- > Call history: dialed/received/missed/forwarded

### IP-PBX Features

- > Busy Lamp Field (BLF)
- > Bridged Line Appearance(BLA)
- > Anonymous call, anonymous call rejection
- > Hot-desking, voice mail
- > Music on hold
- > Message Waiting Indicator (MWI)

- > Call park, call pickup
- > Intercom, paging
- > Call completion, call recording
- > Flexible seating
- > Executive and Assistant
- > Centralized call recording
- > Visual Voice Mail

### Display and Indicator

- > 4.3" 480 x 272-pixel color display with backlight
- > 16 bit depth color
- > LED for call and message waiting indication
- > Dual-color (red or green) illuminated LEDs for line status information
- > Wallpaper
- > Multilingual user interface with icons and soft keys
- > Caller ID with name, number and photo
- > Power saving
- > Screensaver

### Feature keys

- > 10 line keys with LED
- > 10 line keys can be programmed up to 27 various features (3-page view)
- > 8 features keys: message, headset, conference, hold, mute, transfer, redial, hands-free speakerphone
- > 4 context-sensitive "soft" keys
- > 6 navigation keys
- > Volume control keys
- > Illuminated headset key

### Interface

- > Dual-port Gigabit Ethernet
- > 1 x USB port (2.0 compliant)
- > 1 x RJ9 (4P4C) handset port
- > 1 x RJ9 (4P4C) headset port
- > 1 x RJ12 (6P6C) EXT port: Supports up to 6 Expansion Modules for an attendant console application
- > Power over Ethernet (IEEE 802.3af), class 0

### Other Physical Features

- > Color: Black
- > Stand with 2 adjustable angles
- > Wall mountable
- > Power consumption (PSU): 1.6-3.9W
- > Power consumption (PoE): 2.1-5.7W

- > Dimension (W\*D\*H\*T):  
244mm\*213mm\*185mm\*54mm
- > Operating humidity: 10~95%
- > Operating temperature: -10~50°C (+14~122°F)

### **Management**

- > Configuration: browser/phone/auto-provision
- > Auto provision via FTP/TFTP/HTTP/HTTPS for mass deploy
- > Auto-provision with PnP
- > Auto-provision with PnP
- > BroadSoft device management
- > Zero-sp-touch, TR-069
- > Phone lock for personal privacy protection
- > Reset to factory, reboot
- > Package tracing export, system log

### **Network and Security**

- > SIP v1 (RFC2543), v2 (RFC3261)
- > Call server redundancy supported

- > NAT traversal: STUN mode
- > Proxy mode and peer-to-peer SIP link mode
- > IP assignment: static/DHCP
- > HTTP/HTTPS web server
- > Time and date synchronization using SNTP
- > UDP/TCP/DNS-SRV(RFC 3263)
- > QoS: 802.1p/Q tagging (VLAN), Layer 3 ToS DSCP
- > SRTP for voice
- > Transport Layer Security (TLS)
- > HTTPS certificate manager
- > AES encryption for configuration file
- > Digest authentication
- > OpenVPN, IEEE802.1X
- > IPv6
- > LLDP/CDP/DHCP VLAN
- > ICE

## Standard IP Phone Specifications

### Audio Features

- > HD voice: HD handset, HD speaker
- > Wideband codec: AMR-WB (optional), Opus, G.722
- > Narrowband codec: G.711(A/μ), G.729AB, G.726, iLBC
- > DTMF: In-band, Out-of-band (RFC 2833) and SIP INFO
- > Full-duplex hands-free speakerphone with AEC
- > VAD, CNG, AEC, PLC, AJB, AGC

### Phone Features

- > 2 VoIP accounts
- > Call hold, mute, DND
- > One-touch speed dial, hotline
- > Call forward, call waiting, call transfer
- > Group listening, SMS, emergency call
- > Redial, call return, auto answer
- > Local 3-way conferencing
- > Direct IP call without SIP proxy
- > Ring tone selection/import/delete
- > Set date time manually or automatically
- > Dial plan
- > XML Browser, action URL/URI
- > Integrated screenshots
- > RTCP-XR, VQ-RTCPXR
- > Enhanced DSS Key

### Directory

- > Load phonebook up to 1000 entries
- > Black list
- > XML/LDAP remote phonebook
- > Smart dialing
- > Phonebook search/import/export
- > Call history:  
dialed/received/missed/forwarded

### IP-PBX Features

- > Busy Lamp Field (BLF)
- > Bridged Line Appearance (BLA)
- > Anonymous call, anonymous call rejection
- > Hot-desking, voice mail
- > Flexible seating
- > Call park, call pickup
- > Executive and Assistant
- > Centralized call recording
- > Visual voice mail

- > Call recording

### Display and Indicator

- > 132 x 64-pixel graphical LCD with backlight
- > LED for call and message waiting indication
- > Dual-color (red or green) illuminated LEDs for  
line status information
- > Intuitive user interface with icons and soft keys
- > Multilingual user interface
- > Caller ID with name and number
- > Power saving

### Feature keys

- > 2 line keys with LED
- > 6 feature keys: message, headset, redial, transfer, mute, hands-free speakerphone
- > 6 navigation keys
- > Volume control keys

### Interface

- > 2 x RJ45 10/100M Ethernet ports
- > Power over Ethernet (IEEE 802.3af), class 2
- > 1 x RJ9 (4P4C) handset port
- > 1 x RJ9 (4P4C) headset port

### Other Physical Features

- > Color: Black
- > Wall mountable
- AC 100~240V input and DC 5V/600mA output

- > Power consumption (PSU): 0.8-1.4W
- > Power consumption (PoE): 1.3-1.8W
- > Dimension (W\*D\*H\*T):  
209 mm\*188 mm\*150 mm\*41 mm
- > Operating humidity: 10~95%
- > Operating temperature: -10~50°C  
(+14~122°F)

### Management

- > Configuration: browser/phone/auto-provision
- > Auto provision via  
FTP/TFTP/HTTP/HTTPS  
for mass deploy
- > Auto-provision with PnP



- > Zero-sp-touch, TR-069
- > Phone lock for personal privacy protection
- > Reset to factory, reboot
- > Package tracing export, system log

#### Network and Security

- > SIP v1 (RFC2543), v2 (RFC3261)
- > Call server redundancy supported
- > NAT traversal: STUN mode
- > Proxy mode and peer-to-peer SIP link mode
- > IP assignment: static/DHCP
- > HTTP/HTTPS web server
- > Time and date synchronization using SNTP

- > UDP/TCP/DNS-SRV (RFC 3263)
- > QoS: 802.1p/Q tagging (VLAN), Layer 3 ToS
- > DSCP
- > SRTP for voice
- > Transport Layer Security (TLS)
- > HTTPS certificate manager
- > AES encryption for configuration file
- > Digest authentication
- > OpenVPN, IEEE802.1X
- > IPv6
- > LLDP/CDP/DHCP VLAN
- > ICE

### **Conference Phone Specifications**

- Optimal HD audio, full duplex technology
- Noise Proof Technology
- 20-foot (6-meter) and 360-degree microphone pickup range
- Two additional Wireless Expansion Mic
- Built-in 3-microphone array
- Based on Android 5.1 operating system
- 5-inch multi-touch screen with 720x1280 resolution
- Pentagon Meeting Room
- 5-way conference call
- Hybrid UC meeting
- Built-in Wi-Fi (2.4GHz/5GHz, 802.11.b/g/n/ac)
- Built-in Bluetooth 4.0
- Connect to PC via USB Micro-B port

## Operator Phone Specifications

### Audio Features

- > HD voice: HD handset, HD speaker
- > Codecs: AMR-WB (optional), AMR-NB (optional), G.722, G.711(A/μ), G.723, G.729AB, G.726, iLBC
- > DTMF: In-band, Out-of-band(RFC 2833) and SIP INFO
- > Full-duplex hands-free speakerphone with AEC
- > VAD, CNG, AEC, PLC, AJB, AGC

### Phone Features

- > 16 VoIP accounts
- > Call hold, mute, DND
- > One-touch speed dial, hotline
- > Call forward, call waiting, call transfer
- > Group listening, SMS, emergency call
- > Redial, call return, auto answer
- > 3-way conferencing
- > Direct IP call without SIP proxy
- > Ring tone selection/import/delete
- > Set date time manually or automatically
- > Dial plan
- > XML Browser
- > Action URL/URI
- > Integrated screenshots
- > RTCP-XR, VQ-RTCPXR
- > USB port (2.0 compliant) for: Bluetooth earphone through BT40, Contact synchronization through BT40, Wi-Fi through WF40, USB call recording through USB flash drive
- > Enhanced DSS Key

### Directory

- > Load phonebook up to 1000 entries
- > Black list
- > XML/LDAP remote phonebook
- > Intelligent search method
- > Phonebook search/import/export
- > Call history: dialed/received/missed/forwarded

### IP-PBX Features

- > Busy Lamp Field (BLF)
- > Bridged Line Appearance(BLA)
- > Anonymous call, anonymous call rejection
- > Hot-desking, voice mail
- > Music on hold

- > Message Waiting Indicator (MWI)
- > Call park, call pickup
- > Intercom, paging
- > Call completion, call recording
- > Flexible seating
- > Executive and Assistant
- > Centralized call recording
- > Visual Voice Mail

### Display and Indicator

- > 4.3" 480 x 272-pixel color display with backlight
- > 16 bit depth color
- > LED for call and message waiting indication
- > Dual-color (red or green) illuminated LEDs for line status information
- > Wallpaper
- > Multilingual user interface with icons and soft keys
- > Caller ID with name, number and photo
- > Power saving
- > Screensaver

### Feature keys

- > 10 line keys with LED
- > 10 line keys can be programmed up to 27 various features (3-page view)
- > 8 features keys: message, headset, conference, hold, mute, transfer, redial, hands-free speakerphone
- > 4 context-sensitive "soft" keys
- > 6 navigation keys
- > Volume control keys
- > Illuminated headset key

### Interface

- > Dual-port Gigabit Ethernet
- > 1 x USB port (2.0 compliant)
- > 1 x RJ9 (4P4C) handset port
- > 1 x RJ9 (4P4C) headset port
- > 1 x RJ12 (6P6C) EXT port: Supports up to 6 Expansion Modules for an attendant console application
- > Power over Ethernet (IEEE 802.3af), class 0

### Other Physical Features

- > Color: Black
- > Stand with 2 adjustable angles
- > Wall mountable
- > External AC adapter (optional): AC 100~240V input and DC 5V/2A output

- > Power consumption (PSU): 1.6-3.9W
- > Power consumption (PoE): 2.1-5.7W
- > Dimension (W\*D\*H\*T):  
244mm\*213mm\*185mm\*54mm
- > Operating humidity: 10~95%
- > Operating temperature: -10~50°C (+14~122°F)

### **Management**

- > Configuration: browser/phone/auto-provision
- > Auto provision via FTP/TFTP/HTTP/HTTPS  
for mass deploy
- > Auto-provision with PnP
- > Auto-provision with PnP
- > BroadSoft device management
- > Zero-sp-touch, TR-069
- > Phone lock for personal privacy protection
- > Reset to factory, reboot
- > Package tracing export, system log

### **Network and Security**

- > SIP v1 (RFC2543), v2 (RFC3261)
- > Call server redundancy supported
- > NAT traversal: STUN mode
- > Proxy mode and peer-to-peer SIP link mode
- > IP assignment: static/DHCP
- > HTTP/HTTPS web server
- > Time and date synchronization using SNTP
- > UDP/TCP/DNS-SRV(RFC 3263)
- > QoS: 802.1p/Q tagging (VLAN), Layer 3 ToS  
DSCP
- > SRTP for voice
- > Transport Layer Security (TLS)
- > HTTPS certificate manager
- > AES encryption for configuration file
- > Digest authentication
- > OpenVPN, IEEE802.1X
- > IPv6
- > LLDP/CDP/DHCP VLAN
- > ICE

## **6.4. INSTALLATION PRACTICE**

### **6.5. GENERAL**

6.5.1 The Contractor will be required to install cabling in accordance with International Structured Cabling System designs. Each subsystem will be implemented using Category 6A cabling compliant with components to be deployed in accordance with ANSI/TIA/EIA-568-B and ISO/IEC 11801 standards.

6.5.2 All network components must be connected to the earth wire as indicated in the general specifications of this document, the local regulations in force and the manufacturer's recommendations.

6.5.3 All cabling infrastructure should make provisions aspects for possible future extensions.

6.5.4 All adapters must be compatible with the transmission capacities of the equipment to which they connect.

6.5.5 All cables and connectors must be labeled.

6.5.6 The contractor will be required to comply with the manufacturer's recommended installation practices.

6.5.8 The contractor will be required not to interfere with the existing infrastructure

### **6.6.0. Horizontal Cabling**

6.6.1 The primary media for horizontal cabling will be 4-pair Unshielded Twisted Pair (UTP) which must meet or exceed ANSI/TIA/EIA-568-B and ISO/IEC 11801 standards requirements. 5.6.2 UTP Category 6A quality cables must be employed.

6.6.3 Each room to be networked shall have double wall plates installed and each outlet terminated with 8-pin modular jacks (RJ-45).

6.6.3 Each designated network interface will have capacity to support 1G Ethernet.

6.6.4 Cables will be required to move through trunking firmly pulled.

6.6.5 Cables will not be crushed using cable ties.

6.6.6 Cable conduits must not be overfilled.

6.6.7 All cables must pass through trunking and should not be seen from outside

6.6.8 There shall be no splicing of installed cables. Intermediate cross-connects and transition points are not allowed.

6.6.9 All user area patch chords shall be at least 3M in length but 15 no. must be 5M with all patch chords totaling the number of data points.

6.6.10 Data outlets shall be flash mounted on the metal trucking.

6.6.11 All user area patch chords and cabinet patch chords will be supplied to match the total number of data outlets.

6.6.12 Each arrow in layout diagrams represents a faceplate capable of accommodating double data outlet modules both terminated in one faceplate module.

### **6.7.0. Patch Panels**

6.7.1 All patch panels must conform with ANSI/TIA/EIA-568B.

6.7.2 All Patch Panels must be able to accommodate add ins changes.

6.7.3 Patch panels must be equipped with RJ45 Category 6A sockets contacts with both 2U, 24 and 48 RJ45 ports capacity.

6.7.4 All patch panels, including fiber optic patch panels must be rack mounted

6.7.5 All patch panels must be earthed to provide electrical safety to users in future and screening to prevent electromagnetic radiations.

6.7.6 Except for the patch cords used to connect NICs to the RJ45 sockets, all patch cords must be labeled at each extremity with soft PVC support indelible marking. For all other components, the label type should be of stiff plastic PVC type.

### **6.9.0. Network Control Equipment**

6.9.1 Active devices used at the LAN edge will have 2U, 24 or 48 port connections to the horizontal cabling as may be appropriate and must be rack mounted.

6.9.2 Active devices must be rack mountable in standard racks and should therefore be attached to the backbone using appropriate Transceivers.

6.9.3 Active devices for horizontal cabling must support 10/100/1000Mbps auto-sensing

6.9.4 Active devices used at the LAN edge must support IP routing and must be stackable using interfaces operating at the backbone speed.

6.9.5 Active devices must support auto-sensing for Fast Ethernet ports for uplink connections

6.9.6 Where necessary, active devices used at the LAN edge must be stacked together to meet the horizontal cabling requirements using interfaces operating at the backbone speed All active devices must support Power over Ethernet (POE)

### **6.10.0 Equipment Cabinets**

- 6.10.1 12U cabinets must be used
- 6.10.2 MDF cabinet must be 42 HU
- 6.10.2 All cabinets must have forced cooling.

6.10.3 The exact placing of the cabinet should be defined at the start of the works by the contractor.

6.10.4 Equipment cabinets must provide enough space to accommodate cabling, cabling management, equipment racks, patch panels and network control devices as required with convenient locations to provide access to operational personnel.

6.10.5 Cabinets should have at least 4U free space except that of 2U to accommodate additional components later.

6.10.6 Cabinets must be stand alone and wall mounted.

6.10.7 All cabinet MUST have two doors (front and back) must be perforated.

### **6.11. Uninterruptible Power Supply Units (UPS)**

SMART signaling, line interactive 6KVA UPSs will be installed in all floor cabinets to support active devices installed in them and 1KVA each in all the wall mounted cabinets.

### **6.12.0 TRAINING, COMPLETION AND COMMISSIONING**

6.12.1 The contractor will be expected to provide training for at least two (2) officers on Network essentials and basic network maintenance for a period of not less than 10 days.

6.12.2 The contractor should provide a training proposal and materials including the curriculum and a training timetable

6.12.3 Upon installation completion; the contractor must carry out tests and record test results in two soft copies (CD-ROM with documentation books showing cable types and components used. All components must be tested by the Directorate of ICT in compliance with ICTA Networks Standard - ICTA.2.002:2019 after satisfactorily meeting the conditions as per Appendix I,II and III a Completion Certificate shall be issued by the Directorate of ICT. The tests should state the following:

- (i) Number of outlets
- (ii) Type of cables used
- (iii) Date completed and
- (iv) Type of Warranty

In addition, an "as-built" package must be submitted with the following information

- (i) Updated floor plans

- (ii) Wire/cable routing schematic
- (iii) Facility assignment records
- (iv) Horizontal cable test results and summaries
- (v) Fiber Backbone test results and summaries

#### **6.14. DOCUMENTATION**

The contractor shall avail 2 documentation hard copies and 2 CD Soft copies to the Ministry of Information communication and Technology detailing the layout, the devices and components used in the system which must include all information for future reference and maintenance to be used by technicians who will be manning the network service workmanship. In particular, the documentation must be structured to contain the following:

- a. Synopsis of the cabling (primary and secondary)
- b. Charts for distribution highlights showing details of the components installed
- c. A detailed map of socket layouts in Soft copies on CD-ROMs should be availed

#### **6.15. SCHEDULE OF WORKS**

It is expected that the Supply, Installation, Testing, and Commissioning of the network will be completed not later than sixty (60) days following the signing of the Contract.

Bidders are required to submit phased schedules of their works showing critical activities proceeding with minimal interruptions. The Contractor is expected to adhere to these schedules with minimal variations as may be agreed with the Ministry of Information communication and Technology to ensure continuity of critical operations.

The Contractor must guarantee Installation completions and the Commissioning of completed works within the specified period agreed as indicated in the schedule. If the Contractor fails to adhere to his schedule of works to complete installations and commission the completed works within the specified schedule, the Contractor may be required to pay liquidation damages by the COUNTY ASSEMBLY OF SIAYA

#### **6.16. DAMAGE TO EXISTING EQUIPMENT**

Damages attributable to the Contractor or the Contractor's agents and/or assignees to any of the existing equipment or systems will be repaired or replaced at the Siaya County Assembly specifications by the contractor. The costs associated with such repairs and/or replacements will be borne by the Contractor on a cost-plus basis.

#### **6.17. CONTRACTOR'S RESPONSIBILITIES**

The contractor shall do the work with due care and diligence and in accordance with contractual terms and in strict adherence to best industry practices.



## **6.18. WARRANTY**

The Contractor will be required to give a warranty of fifteen (15) years for UTP structured cabling infrastructure, One (1) year for active network control equipment devices. The Contractor shall warrant that all the work installations and equipment free from defects and if any defect is discovered; then the Contractor shall take immediate action to replace the damaged device as required during the warranty period. Bidder MUST provide a commitment letter addressed to Siaya County Assembly.

## **6.19. ACCEPTANCE**

The County Assembly of Siaya acceptance will be based on visual inspection and satisfaction of the works done during installation of cable route layouts, trucking made, connections made, hardware and for other works as well with technical tests carried out and passed fully after completions. Acceptance will only be sanctioned after all technical tests have been ascertained to be in order, true and in visual control certified by the technical team on the works done by the contractor in strict compliance with the contractual terms.

### **6.2.0 Scope of Works for installation of IP Based PABX System.**

The Successful Contractor shall, install, deliver, unload, hoist, fix and erect, test, commission, guarantee and be liable for defects and be responsible for the initial maintenance, all as specified herein of a SIP based IP-PBX/UC system on the existing system.

The Successful Contractor shall, on the upgrade, supply and install all associated items on the system other than those clearly stated to be supplied by others. He shall supply and install all accessories, software and terminal equipment whether described on the specifications or not, essential to the completion of the works to the satisfaction of the employer.

The Successful Contractor shall be responsible for, and shall replace or make good at his own expense any damages or losses to the County occasioned by the works.

### **6.2.1 Minimum Requirements**

These specifications define minimum requirements, but tenders which offer superior facilities will be considered.

Any tender which does not comply with the minimum requirements will be rejected.

### **6.2.2 Work by Others**

The following work will be carried out by the Employer or others free of charge to the Contractor.

Provision and installation of metal trunking LAN infrastructure with data outlets as currently exists in the Assembly. Any additional cabling and data points where considered necessary will be priced by the tenderer as part of his cabling/wiring cost.

### **6.2.3 Equipment Finish**

The equipment finish shall be the responsibility of the Contractor, who shall be responsible for its protection during installation and in the course of making good to the building finishes after equipment installation and commissioning.

Should any building work become necessary after the SIP based IP-PBX/UC system is installed on the existing upon upgrading and before the date of handing over, the Contractor shall take all necessary precautions to exclude dust or paint from the equipment and shall ensure that the accommodation and, if necessary, the equipment, is properly cleaned afterwards.

### **6.2.4 Telephone**

The Contractor's shall obtain and retain if necessary, at his own expense, a telephone connected to a direct exchange line during the entire term of the contract through which he can be contacted and shall have the sole use of it.

### **6.2.5 Electricity Supply to Installation**

Electricity supply will be provided by the employer to the contractor's requirements as follows:

Normal supply at 240 Volts for single phase or 415 Volts for three phase + 10%, 50HZ + 2% earthed neutral, to an isolator. Permanent lighting and power supplies at these voltages will be fed from an appropriate distribution board.

### **6.2.6 Interference Suppression**

The Contractor shall ensure that interference from the equipment and all its accessories shall be suppressed so as not to interfere with any communications, radio, T.V. or medical equipment, recording, computer systems or security systems and alarms. Suppression shall be carried out in accordance with relevant standard, and all suppression devices incorporation shall comply with international standards.

### **6.2.7 Door Keys**

The Contractor shall keep the P.B.X. suite locked at all times when his staff are not present and shall at the conclusion of the contract hand over all keys to the Employer.

### **6.2.8 Standards**

All equipment shall be of accepted standards of quality for SIP based IP-PBX/UC system in respect of design, components, manufacture, finish, etc.

The SIP based IP-PBX/UC system shall comply with the relevant recommendations of the I.E.E.E.

### **6.2.9 Equipment General Design**

The SIP based IP-PBX/UC system must be of proven design and equipment similar to that offered must have been in market in sufficient quantity and sufficient period to enable its design, quality, reliability and flexibility to be proven. An advanced model of a similar equipment in the market shall be acceptable.

The physical equipment shall be of a compact modular frame or frames mounted in suites or cabinets. Sub-frames shall be pre-wired and easily removable from the front of the frame without disturbing others. This shall also be the case with printed wiring boards, where they are used. The Sub-frames/boards that have a similar function shall be interchangeable.

## **SECTION VII - STANDARD FORMS**

*Notes on the Standard Forms:*

### **7.1 Form of Tender**

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

### **7.2 Confidential Business Questionnaire Form**

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

### **7.3 Tender Security Form**

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

### **7.4 Contract Form**

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

### **7.5 Performance Security form**

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

### **7.6 Bank Guarantee for Advance Payment.**

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

### **7.7 Manufacturer's Authorization Form**

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

7.1 **FORM OF TENDER**

Date \_\_\_\_\_  
Tender No. \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
*[name and address of procuring entity]*

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. .... *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission ( ..... *(insert equipment description)* in conformity with the said tender documents 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 deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract , in the form prescribed by .....*( Procuring entity)*.

4. 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.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
[signature]

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

Duly authorized to sign tender for an on behalf of \_\_\_\_\_

## 7.2 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

### *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 .....

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. ....	.....	.....	.....

### 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 ..... Seal/Signature of Candidate .....

### 7.3 TENDER SECURITY FORM

Whereas ..... [name of the tenderer] (hereinafter called “the tenderer”) has submitted its tender dated ..... [date of submission of tender] for the supply, installation and commissioning of ..... [name and/or description of the equipment] (hereinafter called “the Tender”) ..... KNOW ALL PEOPLE by these presents that WE ..... of ..... having our registered office at ..... (hereinafter called “the Bank”), are bound unto ..... [name of Procuring entity] (hereinafter called “the Procuring entity”) in the sum of ..... for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

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

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

\_\_\_\_\_  
[signature of the bank]  
(Amend accordingly if provided by Insurance Company)



## 7.4 CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_  
between ..... [*name of Procurement entity*] of ..... [*country of Procurement entity*] (hereinafter called “the Procuring entity) of the one part and  
..... [*name of tenderer*] of ..... [*city and country of tenderer*]  
(hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for [certain goods ] and has accepted a tender by the tenderer for the supply of those goods in the sum of ..... [*contract price in words and figures*] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

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

**7.5 PERFORMANCE SECURITY FORM**

To .....  
[name of Procuring entity]

WHEREAS ..... [name of tenderer]  
(hereinafter called “the tenderer”) has undertaken , in pursuance of Contract  
No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_  
20 \_\_\_\_\_ to supply .....  
[description of goods] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the  
tenderer shall furnish you with a bank guarantee by a reputable bank for the  
sum specified therein as security for compliance with the Tenderer’s  
performance obligations in accordance with the Contract.

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to  
you, on behalf of the tenderer, up to a total of .....  
[amount of the guarantee in words and figure] and we undertake to pay you,  
upon your first written demand declaring the tenderer to be in default under  
the Contract and without cavil or argument, any sum or sums within the  
limits of ..... [amount of guarantee] as aforesaid, without  
you needing to prove or to show grounds or reasons for your demand or the  
sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signed and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

(Amend accordingly if provided by Insurance Company)

**7.6 BANK GUARANTEE FOR ADVANCE PAYMENT**

To .....  
[name of Procuring entity]

[name of tender] .....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, ..... [name and address of tenderer](hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract an amount of ..... [amount of guarantee in figures and words].

We, the ..... [bank or financial institutions], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding ..... [amount of guarantee in figures and words]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until ..... [date].

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

**7.7 MANUFACTURER’S AUTHORIZATION FORM**

To *[name of the Procuring entity]* .....

WHEREAS .....*[ name of the manufacturer]* who are established and reputable manufacturers of ..... *[name and/or description of the goods]* having factories at ..... *[address of factory]* do hereby authorize ..... *[name and address of Agent]* to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. .... *[reference of the Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

---

*[signature for and on behalf of manufacturer]*

*Note:* This letter of authority should be on the letterhead of the Manufacturer and should be signed by an authorized person.

**7.8. 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

**FORM RB 1**  
**REPUBLIC OF KENYA**  
**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of  
.....dated the...day of .....20.....in the matter of Tender No.....of  
.....20...

**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 of  
.....20.....

SIGNED  
Board Secretary

**APPENDIX I: ICT TEMPLATE FOR NETWORK INSPECTION IN  
PREPARATION FOR COMMISSIONING**

**TENDER NO:      CONTRACTOR:**

**DATE:**

Item	Details	Yes/No	REMARKS
Serial No and Models of Switches Indicated in Final Documentation	Switches	YES	
	UPSs		
	Routers		
	Access Points		
Brief Description of Project Details	-		
Network Layout Diagram	Data Points Labelled		
	Positions of Cabinets on Floors Indicated		
	New Trunking Installed Indicated		
	Site Layout Diagram		
Test Results	Test Result Matching Data Points		
	Data Points Matching the Design		
	Summary of Data Points Per Cabinet		
	Confirm lengths of cables relative to cabinet positions		
Confirmation of detailed gathered in field against the documentation.			
Ready for commissioning			

Name:

Sign: \_\_\_\_\_

Name:

Sign: \_\_\_\_\_

**APPENDIX III: PROGRESS OF JOBS PER SITE – THIS IS FOR ICT  
PROJECTS STILL NOT COMPLETE**

**TENDER NO:**

**CONTRACTOR:**

**DATE:**

	Activity	Details Required	Comments
1	Site Visit	(Y/N)	
2	Installation of Trunking	% Done	
3	Installation of Cabinets	% Done	
4	Earthing of Cabinets	% Done	
5	Pulling of UTP cables	% Done	
6	Termination of UTP cables	% Done	
7	Testing of UTP cables	% Done	
8	Labeling of patch panels	% Done	
9	Labeling of data points	% Done	
10	Installation of Switches	% Done	
11	Installation of Access Points	(Y/N)	
12	Installation of Router	(Y/N)	
13	Installation of UPSs	% Done	
14	Repair of Damages	(Y/N)	
15	Ready for Commissioning	(Y/N)	
16	Documentation Ready	(Y/N)	

Name: \_\_\_\_\_

Sign.....

Name: \_\_\_\_\_

Sign.....



**APPENDIX II: ICT INSPECTION CHECKLIST FOR COMPLETED PROJECTS  
FOR FINAL INSPECTION**

**TENDER NO:**

**CONTRACTOR:**

**DATE:**

	FLOOR				
1.	Location				
2.	Cabinet Size				
3.	Check Earthing of Cabinet				
4.	<b>COPPER PATCH PANELS</b>				
	Make of copper panels				
	No of 24 port on copper panel				
	No of 48 port on copper panel				
	No of terminated ports on copper panels				
	Category of copper patch panels (Cat 6?)				
	No of Cable Managers				
	No of 3m Patch Chords				
5.	<b>FIBRE OPTIC PATCH PANELS (where applicable)</b>				
	Make of Patch Panel				
	No of Fibre Optic patch panels				
	Make of Fibre Optic panels				
	No of ports on Fibre Optic panel				
	No of terminated ports on Fibre Optic panel				
6.	<b>PATCH CHORDS (USER AREA)</b>				
	Total No of 5m Patch Chords				
	Total No of 3m Patch Chords				
7.	<b>UTP CABLES USED</b>				
	Category of cables				
	Make of cables				
8.	<b>LAN edge Switches Serial Nos</b>				
	Type of switches (Make and Model)				
	No of 1 2 port of switches				
	No of 24 port of switches				
	No of 48 port of switches				
	No of GigaEthernet ports connected				
9.	<b>Core Switch Serial No (where applicable)</b>				

	Type of switch (Make and Model)				
	No of Power Supply Units (PSU)				
	Power Capacity of PSU				
	No of GigaEthernet modules				
	No. & Type of Supervisor Engines				
	No. & Type of Gigabit Line Cards				
10	TYPE OF UPS(Make and Model)				
	.UPS Serial/Nos.				
11.	DTU Serial Number				
12.	Router Serial Number				

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Name: \_\_\_\_\_ Sign: \_\_\_\_\_

Name: \_\_\_\_\_ Sign: \_\_\_\_\_